



AGENDA FOR THE CITY OF BARABOO PUBLIC SAFETY COMMITTEE

Members noticed must notify Committee Chairman Wedekind at least 24 hours before the meeting if they will not be able to attend.

Date and Time: Monday, January 27, 2020 – **1:00 P.M.**

Location: City Services Center – 450 Roundhouse Court, Baraboo, WI

Members Noticed: Phil Wedekind, Tom Kolb, Michael Plautz

Others Noticed: Administrator K. Downing, Mayor M. Palm, Police Chief M. Schauf, Fire Chief K. Stieve, Attorney E. Truman, City Engineer T. Pinion, Utility Superintendent W. Peterson, Street Superintendent T. Gilman, Bob DeMars, Misty Muter, and Library.

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of December 09, 2019 Public Safety Committee meeting.

2. Action Items

- a. Review and recommend approval of the proposed Water Meter Reading Agreement with the Village of West Baraboo.
- b. Review and possible recommendation to amend Chapter 5, Fire Department, of the Baraboo Municipal Code and to update the Official Fee Schedule for the corresponding permits.
- c. Review and possible recommendation to amend the Official Fee Schedule for certain Fire Department responses.
- d. Consideration of the Baraboo Fire Department's Apparatus Replacement Schedule.
- e. Review and possible recommendation of new City-owned street lighting installed as part of the DOT's upcoming STH 33 (8th St/8th Ave) reconstruction project.
- f. Review and possible recommendation to approve a request for a Shared Lateral Agreement for temporary sewer and water lateral connection for a new professional office building at 908 8th Street for Misty Muter.
- g. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for December 2019 and January 2020.

3. Information Items

- a. First draft of proposed updates to the Refuse and Recycling Ordinance to reflect current regulations.

4. Reports

- a. Utility Superintendent's Report
 - i. Staffing updates
 - ii. Water/Sewer equipment and usage updates
 - iii. Project updates

- b. Street Superintendent's Report
 - i. Staffing updates
 - ii. Monthly Report on Public Works Department activities
 - iii. Project updates
- c. Police Chief's Report
 - i. Staffing updates
 - ii. Significant calls/activity for the previous month
 - iii. Training updates
- d. Fire Chief's Report
 - i. Staffing updates
 - ii. Significant calls/activity for the previous month
 - iii. Training updates

5. Adjournment

Phil Wedekind, Chairperson

Agenda Prepared by Kris Jackson
Agenda Posted by Kris Jackson January 23, 2020

PLEASE TAKE NOTICE that any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk (101 South Blvd or phone 355-2700) during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY, NOT TO BE PUBLISHED

Minutes of the Public Safety Committee Meeting – December 9, 2019

Members Present: Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Tom Pinion, Ed Geick, Administrator Kennie Downing, Police Chief Mark Schauf, Fire Chief Kevin Stieve, Attorney Emily Truman, Wade Peterson, and Kris Jackson.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. Wedekind said that Item E. to recommend approval of the proposed Water Meter Reading Agreement with the Village of West Baraboo would be deleted from the agenda. It was moved by Kolb, seconded by Plautz to approve the agenda as amended. Motion carried unanimously. It was moved by Plautz, seconded by Kolb to approve the minutes of the October 28, 2019 meeting. Motion carried unanimously.

New Business

- a. Review Proposals for STH 33 Engineering Services and recommend award of contracts – Peterson said that the DOT is going to be doing STH 33 in 2023 or 2024 and the Utility has work that needs to be done during this project, and all engineering work needs to be submitted to the DOT by the end of 2020. Peterson explained the process for receiving RFP from different engineering firms. He said that staff is suggest to use SEH, they are not the low bidder; however, SHE is a sub to the DOT to do some of their work, and feel that they are the best fit for the project. It was moved by Kolb, seconded by Plautz to recommend award of contracts to SEH. Motion carried unanimously.
- b. Review Proposals for Oak Street Booster Station Construction Engineering Services and recommend award of contract – Peterson said that Donahue & Associates is the firm that did the design and he bidding for the Oak Street Booster Station and staff would like to continue with them for the construction portion of it. Peterson said that the firm did an outstanding job with the first part and hit all the timelines. Peterson said that the construction part is approximately \$250,000 and this is about 10%, which is about the market for doing construction engineering. It was moved by Kolb, seconded by Plautz to recommend award of contract to Donahue & Associates. Motion carried unanimously.
- c. Review Bid Tabulation for Oak Street Booster Station Electrical Upgrade project and recommend award of contract to low bidder – Peterson said that the entire electrical system will be replaced from a 240 volt system to a 480-volt. He said they want to go with BFDs, and replace the generator. He said the base bid was just doing all the electrical; Alternate 1 was if the project were too much, we would not have done the generator, but rather use the portable generator. Alternate 2 is to do the driveway to get to the new generator. He said staff is requesting to use Pieper Electric for the base bid and Alternate 2. It was moved by Kolb, seconded by Plautz to recommend awarding contract to Pieper Electric for \$247,748. Motion carried unanimously.
- d. Review Bid Tabulations for Hill Street Utility Crossings and recommend award of contract to low bidder – Peterson said just south of the bridge there is a sewer syphon and water main that was installed in the 1930s. He said at this time we are experiencing problems with the sewer syphon, it is only a single barrel, which means there is only one pipe and it is difficult to get sewage from one side of the river to the other. He said that a dual-barrel syphon would be installed. Peterson said it is a directional bore project. Peterson then explained the alternates for the project. Peterson said at this time he is requesting the \$224,800.90 base bid, and then adding 385-feet of water main (Alternate A), for an additional \$20, 614.50, for a total of \$245,415.40. It was moved by Kolb, seconded by Plautz to recommend awarding the contract to Allen Steel Company, Inc. for \$245,415.40. Motion carried unanimously.
- e. Deleted
- f. Review and recommend award of 2-year contract for removal of snow and ice to low bidder – Attorney Truman presented the background to the Committee. She stated two bids were received, Sunrise being the low bidder. She said that Sunrise does have a minimum bid of \$40.00; however, when doing the math, Sunrise is still low bidder. It was moved by Plautz, seconded by Kolb to recommend awarding the 2-year contract for removal of snow and ice to Sunrise. Motion carried unanimously.
- g. Consider a No Parking area on north side of Sauk Ave between Industrial Court and State Rd 136, across from HAPCO's Loading Docks – Pinion said that HAPCO has expressed frustrating regarding not being able to get into their loading docks due to semis being parked on both sides of Sauk Avenue. He said HAPCO is requesting a no parking zone across from the loading dock. He said that Chief Schauf and he looked at this and do not have a problem with this, and feels that there is a need. It was moved by Plautz, seconded by Kolb to approve a No Parking area on the north side of Sauk Avenue between Industrial Court and State Rd 136, across from HAPCO's loading docks. Motion carried unanimously.

- h. Review and possible recommendation to amend Chapter 5, Fire Department, of the Baraboo Municipal Code and to update the Official Fee Schedule for the corresponding permits – Attorney Truman presented the background. Truman said that the majority is cleanup to make sure it is all proper and correct. She said the two biggest changes are strictly policy decisions, one is for Fire Performers. She said that the Fire Chief and she that the best way to handle this would be a separate Fire Performer standard within the Fire Code itself felt it. The other big change is to get rid of open burning. She said that it would eliminate the ability to open burn; however, they would need the Chief's approval prior to a burn. Chief Stieve then explained the reasoning behind his request to the Committee. Stieve said that there would be a \$75.00 fee for the permit. Plautz said that he feels the \$75 fee is somewhat prohibitive, and the \$25 for a bon fire. He feels that the fees should be the same. Stieve said that if he had to go out to inspect yards, etc. for bon fires, it would be more than \$25, and more in the \$75.00 range. He said his opinion as a Fire Chief; he professionally thinks it is an equated way to do it, especially the facilities the City offers and the services offered because they are paying for them anyway with the leaf pickup, the compost site, etc. Kolb suggested making both fees \$50. Kolb stated that he feels that all keys should be clearly identified should be added in lock box section. Kolb moved to recommend all changes as suggested, with the amendments that all keys should be clearly identified should added in the lock box section, and that the fees for open burning and bon fires should both be \$50.00. Plautz seconded the motion. Motion carried unanimously.
- i. Review and approval of monthly Billing Adjustment/Credits for Sewer and Water Customers for November 2019 – It was moved by Kolb, seconded by Plautz to approve the monthly billing adjustment/credits for Sewer and Water Customers for November 2019 as presented. Motion carried unanimously.

Reports

- a. Utility Superintendent's Report – Peterson stated that the Water Foreman will be retiring on January 3, 2020. He said that the position was advertised throughout the State, four applicants were received; however, none of them were satisfactory. He said that one of the existing operators will be made an interim foreman for the next three months, if it goes well for him, he would be put into that position, if not the positions would be advertised again in the spring. He said it was difficult to get the bio-solids out, but they were fortunate to find a farmer to take it. He crews were busy with maintenance items, prepping the bills for the streetlight that is going on the water bills is complete and should be activated in January.
- b. Street Superintendent's Report – Pinion said that the Department has been busy collecting leaves, and today is the last day the department will be out. He said that the new mechanic, Travis Steinke would be starting employment on December 30th.
- c. Police Chief's Report – Chief Schauf had nothing to present to the Committee.
- d. Fire Chief's Report – Chief Stieve gave a shout out to Tim Klemm and John Morris for their interdepartmental cooperation. Stieve said that they have to continue to hit the recruiting area; they are now up to 34.

AJOURNMENT – It was moved by Kolb, seconded by Wedekind to adjourn at 1:52 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

MEMORANDUM

City of Baraboo

Date: January 23, 2020

To: Public Safety Committee

From: Tom Pinion

Re: Background for the January 27th @ **1:00 pm** – City Services Center

ACTION ITEMS:

Item A. The Village of West Baraboo is in the process of converting their water meters to an automated remote meter reading system, very similar to the system we are currently using. The Village could replicate the infrastructure we are using but has approached the City about “sharing” our existing equipment. Staff has confirmed that our existing equipment is capable of reading all of the meters in the Village and met with our vendor to verify that our system can support both communities without compromising the security of the system or our respective data. A draft Agreement is included in the packet for your review, which has been reviewed by the respective municipal attorneys. Staff is looking for authorization to proceed with negotiations with the Village and present the final Agreement to the City Council for review and approval.

Item B. See the attached Memo from the City Attorney and red-lined version of the proposed Ordinance.

Item C. Please refer to the Fire Chief’s Memo at the end of the packet as well as the sample ordinance from another community that is referenced.

Item D. The Fire Chief has provided two versions of an apparatus replacement scheduled - the current (27-yr) version compared to a prospective (32-yr) schedule your review.

Item E. The Wisconsin DOT has asked if the City would be interested in including new street lights in the upcoming STH 33 reconstruction project. The cost of the new street lights would be 100% locally funded. Unfortunately, I have yet to get a rough cost estimate for street lights. Reportedly, the Village of West Baraboo is also considering new street lights along this same corridor. As you may recall, Alliant replaced all of the high pressure sodium fixtures with new LED fixtures several years ago as part of their new pilot program. I don’t believe Alliant is planning to remove or replace their existing overhead power lines and they typically don’t allow privately-owned fixtures on their poles. Staff is just looking for direction to whether or not the City would like to pursue this option.

Item F. There is a vacant lot on the south side of the 900 block of 8th street (next to American Family Insurance and across from Pierce’s Express Market. We have no record of either a sewer lateral or water lateral that is stubbed into that lot. New laterals would require STH 33 to be closed down and detoured to allow the installation of new laterals. Since STH 33 is scheduled for reconstruction in the next few years, staff has no objection to allowing a temporary connection to the neighbors laterals to facilitate the development of this vacant lot provided we have an Agreement that will require new laterals be installed in conjunction with the STH 33 reconstruction project, with the entire cost borne by the property owner. If such an arrangement seems reasonable, the City Attorney and property owner will draft an Agreement for the Council’s future consideration.

Items G. This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for December 2019 and January 2020 are included in the packet.

INFORMATION ITEMS:

Item A. The Street Superintendent has provided a first draft of proposed revisions to the Refuse and Recycling Ordinance that reflects the necessary changes to comply with the current regulations. Tony can provide additional background at the meeting. Since this is an informational item, no action is necessary as it will be brought forward at a future meeting for formal approval.

See you Monday at **1:00 PM**!

**WATER METER READING AGREEMENT BETWEEN THE CITY OF
BARABOO AND
THE VILLAGE OF WEST BARABOO**

THIS WATER METER READING AGREEMENT is entered into by and between the City of Baraboo and the Village of West Baraboo, both municipal corporations located in Sauk County, Wisconsin.

WHEREAS, the City owns and operates a water utility which uses Advanced Metering Infrastructure (AMI); and

WHEREAS, the Village currently manually reads the water meters, but would like to utilize AMI to remotely read water meters; and

WHEREAS, the Village has requested that the City provide the Village interconnection with and use of the City's AMI hardware and use of the City's software to store and transmit meter reading data; and

WHEREAS, to interconnect with and use the City's AMI hardware for water meter reading and customer billing, the Village will purchase and operate Village AMI, including radios, additional meters, and software compatible with the City's AMI, and seek Public Service Commission of Wisconsin construction authorization to purchase and operate the Village AMI;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **"Agreement"** means this Water Meter Reading Hardware Agreement between the City of Baraboo and the Village of West Baraboo.

1.2 **"AMI"** means Advanced Metering Infrastructure.

1.3 **"City"** means the City of Baraboo, Sauk County, Wisconsin, with a principal address of City Hall, 101 South Blvd, Baraboo, WI 53913.

1.4 **"City's Water System"** means the potable water system owned and operated by the City.

1.5 **"Effective Date"** means the date determined by Section 5.1 of this Agreement.

1.6 **"Party"** means the City or Village. **"Parties"** means both the City and Village.

1.7 **"RNI"** Sensus Regional Network Interface software

1.8 **"SA"** Sensus Analytics Software

1.9 **"Service"** means the City providing to the Village the ability to communicate/transmit water meter data to the City's TGB and to provide to the Village the ability to access/use the Sensus RNI and SA cloud based software.

1.10 “**TGB**” means Tower Gateway base station

1.11 “**Village**” means the Village of West Baraboo, Sauk County, Wisconsin, with a principal address of 500 Cedar Street, Baraboo, WI 53913.

1.12 “**Village’s Water System**” means the potable water system owned and operated by the Village.

ARTICLE 2

WATER METER READING SERVICE

2.1 **Agreement to Provide Water Meter Reading.** The City agrees to provide to the Village the ability to communicate/transmit water meter data to the City’s TGB and to provide to the Village the ability to access/use the Sensus RNI and SA cloud based software. To accomplish this, the Village will purchase and use their own radios that will communicate with the City’s TGB, and in exchange, the City will grant the Village access to the resulting cloud based data within seven days after the end of the month. If the Sensus RNI and SA cloud based software does not allow the Village to retain the water meter data outside of the software, the City shall retain the water meter data for the period prescribed in the City’s records retention ordinance after the date the data is transmitted to the City’s TGB, and this retention requirement shall survive termination of this Agreement.

2.2 **Representations and Warranties of the City.** The City represents and warrants that the City:

- (a) has the authority and right to provide the Service to the Village and the Village's use of the Service, including the Sensus RNI and SA cloud based software, as permitted under this Agreement, will not in any way constitute an infringement or other violation of any contract or license of the City related to the Service or copyright, patent, trade secret, trademark or any other intellectual property right of any third party or violate any laws, rules or regulations applicable to the Service; and
- (b) is the owner or licensee of the software, hardware or other equipment necessary to provide the Service.

ARTICLE 3

COMPENSATION FOR WATER METER READING SERVICE

3.1 **User Fees.** In exchange for the City providing the Service to the Village, the Village agrees to pay the City as follows: Year 1 cost will be \$8,000 and consecutive years will have a 3% increase. User Fees shall be due in full to the City on an annual basis beginning on the Commencement Date, as defined in Section 5.1.

| <u>Due Date</u> | <u>Amount Due</u> |
|--|-------------------|
| January 1, 2020 <u>Commencement Date:</u> | \$8,000 |
| January 1, 2021: | \$8,240 |
| January 1, 2022: | \$8,487 |
| January 1, 2023: | \$8,742 |
| January 1, 2024: | \$9,004 |
| Con’t (see Section 5.1) | |

3.2 **Clerical Support.** At any time that the Village may need the City staff for assistance regarding the Service,

the City will charge the Village for staff time at the normal hourly rate of the staff assisting the Village plus associated benefit costs; however, this will not include occasional and brief requests for assistance, such as a request to reset a login password.

3.3 Equipment Replacement Cost. In the event the TGB and associated equipment, consisting of a computer stored in a temperature-controlled casing valued at the time of this Agreement at \$28,000, are replaced during the term of this Agreement, the Village shall be responsible for payment to the City of the Village's portion of that expense. The Village's portion will be calculated by the number of Village water meters divided by the total number of water meters utilizing the TGB, including but not limited to those meters in the City and Village. The City will give the Village at minimum 90-calendar days advance notice of the amount of the Village's portion of the expense, . On receipt of the advance notice, the Village has the right to either terminate this Agreement as of the due date for payment, or else extend the term of the Agreement for an additional 5 years. The Village will give the City written notice of its decision. If the Village decides to extend the term of this Agreement, then the new 5 year term shall be considered an "Initial Term" for purposes of termination rights under Section 5.2.

Payment Example: If the City has 4,700 meters, the Village has 850 meters, and a third community receiving the Service has 300 meters, the Village's portion of the equipment replacement cost shall be 14.53 percent ($850/5850 = 14.53\%$).

3.4 Payment Due Date and Late Payments. All payments, including User Fees, shall have a 30-calendar day payment grace period. Payments made after the grace period shall accrue a penalty of 1% per month or fraction of month.

ARTICLE 4 HOLD HARMLESS

4.1 Claims from Third Parties. Each Party shall indemnify and hold harmless the other Party against and from any costs, including attorneys and expert fees, arising out of claims of any third party relating to the negligence or intentional or willful misconduct of the indemnifying Party, its employees or its contractors in providing or receiving the Service.

4.2 No Waiver of Municipal Immunities. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Parties or their insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Parties or their insurers will not be liable in indemnity or contribution for an amount greater than the limits of liability for claims established by Wisconsin law.

ARTICLE 5 TERM

5.1 Term. This Agreement shall become effective upon the date of execution of this Agreement by both the City and the Village ("Effective Date"), and the Service shall begin being provided on January 1, 2020 or the date on which the Village receives construction authorization from the Public Service Commission of Wisconsin ("PSC"), whichever is later ("Commencement Date"). The initial term shall be five years from the Commencement Date, through December 31, 2023 ("Initial Term"). After the Initial Term, the Agreement shall automatically renew for successive one year terms unless terminated in accordance with Section 5.2.1 below.

5.2 Termination.

5.2.1 Except as otherwise provided for herein, either Party may terminate this Agreement at the end of the Initial Term by providing 365 days written notice of termination to the other Party. After the Initial Term, this Agreement may be terminated by either Party at any time and without cause by the terminating party providing advance written notice of termination to the non-terminating party no less than 365 calendar days prior to the termination date.

5.2.2 The Village may terminate this Agreement in its discretion at any time should there be a disruption in the Service or usability of the Service that materially affects the Village's ability to use the Service by the Village by providing advance written notice to the City no less than 30 calendar days prior to termination.

5.2.3 Any outstanding money owed by the Village to the City on the termination date shall be immediately due in full. If the Agreement is terminated under this Article 5, any user fee for the year in which termination occurs shall be prorated through the termination date or the date on which written notice is provided to the City under Section 5.2.2, whichever occurs earliest, with any excessive payment to the City refunded to the Village on the termination date.

ARTICLE 6

MISCELLANEOUS

6.1 **Modification of this Agreement.** This Agreement may be modified only by the written agreement of the Parties.

6.2 **Non-Assignability.** No Party shall assign or transfer this Agreement or any rights or interests herein without the written consent of the other Party.

6.3 **Severability.** Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

6.4 **Force Majeure.** In no event shall the City be responsible or liable in any way to the Village for any failure or delay in the performance of the City's obligations hereunder, which arise out of or are caused by, directly or indirectly, forces beyond the City's reasonable control including, without limitation, acts of God, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems.

6.5 **Notice.** All notices required by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, and each such communication or notice shall be addressed as follows:

If to City: City Administrator
City of Baraboo
101 South Blvd.

Baraboo, WI 53913-2184

If to Village: Village President
Village of West Baraboo
500 Cedar Street
West Baraboo, WI 53913

6.5 Governing Law. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Sauk County, Wisconsin.

6.6 References to Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

6.7 Protection of Customer Information. The Village's water meter data received by City's TGB and stored and accessed through the Sensus RNI and SA cloud based software are not records of the City. The City shall not access or use the water meter data or other Village utility customer information except in the course of the City's provision of the Service on behalf of the Village. The Parties shall work together to prevent any unauthorized disclosure of any Village utility customer information.

6.8 Contingencies to Performance. Performance of the Parties under this Agreement is contingent upon the Village installing AMI, including radios, ("Village AMI") compatible with the City's AMI, to allow use of the Service by the Village. Performance is further contingent upon the Village receiving construction authorization from the PSC for the installation of Village AMI. The Village will use reasonable efforts to apply for PSC construction authorization and install compatible AMI consistent with PSC regulations and construction authorization. In the event the Village is unable to install compatible AMI or the PSC does not grant construction authorization sufficient for the Village to receive the full benefit of the Service, the Village may terminate this Agreement by providing a notice of termination to the City within 60-30 calendar days after the effective date of this Agreement PSC's determination on the Village's application for construction authorization; so long as the City receives the notice of termination pursuant to this Section within the 60 days after the effective date timeframe established under this Section, the Agreement shall be deemed void and no payment shall be due to the City.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

CITY OF BARABOO

Mayor Mike Palm

Date

Brenda Zeman, City Clerk

Date

VILLAGE OF WEST BARABOO

Village President David Dahlke

Date

Kaitlin Nye, Village Clerk-Treasurer

Date

OFFICE OF THE CITY ATTORNEY
MEMORANDUM

To: Public Safety Committee
Fire Chief Kevin Stieve
From: Emily Truman, Baraboo City Attorney
RE: Updates to Chapter 5 of the Baraboo Municipal Code
Date: October 22, 2019

Chapter 5 of the Baraboo Municipal Code deals exclusively with the Fire Department, including, but not limited to, its organization, budget and the powers and duties of the Fire Chief.

After many months of work, attached for your consideration are suggested revisions to the Chapter in order to bring the Chapter fully up to date with current practices and laws. Attached is a copy of the proposed updated Code in redline and a second version with the proposed changes accepted (which is easier to read than the redlined version). The most arguably impactful proposed revisions are:

- Updates referencing the incorporation of the proper state statutes and administrative regulations
- Elimination of unnecessary codes and condensing duplicated codes
- Creating a permitting requirement for fire performances (e.g., fire jugglers, fire-eaters, etc.)
- Prohibiting open burning unless the Fire Chief issues a permit – note that recreational/cooking fires and bonfires (with a permit) will still be permitted
- Clarifying the permitting process for permits issued pursuant to Chapter 5

If the proposed changes to Chapter 5 are approved, it is suggested that the City's Official Fee Schedule be amended as follows:

- Bonfire Permit - \$25.00 (currently \$25.00)
- Open Burning Permit - \$75.00 (currently \$25.00 for when a Permit is required)
- Fire Performance Permit - \$50.00 (this is a new permit)

CHAPTER 5 – FIRE DEPARTMENT
PROPOSED REVISIONS
DRAFT 10/23/19

5.01 AUTHORITY TO PROVIDE FIRE PROTECTION. (xxxxx)

~~Pursuant to state statute §62.13-(8)(a), Wis. Stat., the City of Baraboo has established a Fire Department to provide fire prevention and protection services, for the Baraboo residents, visitors and investors.~~

~~**FIRE DEPARTMENT MISSION:** Baraboo Fire Department is committed to providing professional fire prevention and emergency services.~~

THE FOLLOWING SERVICES ARE PROVIDED TO THE COMMUNITY:

- ~~Local and State fire and life safety code inspections~~
- ~~Fire Investigations~~
- ~~Public fire safety/prevention education~~
- ~~Fire suppression services~~
- ~~Hazardous Materials response as Operations Level only~~
- ~~Specialized rescue including, vehicle extrication, confined space rescue, trench rescue, cold water/ice rescue and high angle rescue~~

~~Limited surface water rescue~~**5.02 DEFINITIONS.** (xxxxx) As used in this Chapter, the following words and terms shall have the following meanings:

- ~~(1) "ATCP" means the Wisconsin Department of Agriculture, Trade and Consumer Protection.~~
- ~~(2) "Bonfire" means a large, open fire kindled and maintained to mark a public event, celebration or similar occurrence, which only uses dry, untreated and unpainted wood as the burning material.~~
- ~~(3) "Burning" mean the kindling or maintaining of a fire that has hot ashes or cinders or is giving heat, or still glowing or giving light, or a fire that is still smoldering or giving off smoke, or a fire that has not been completely extinguished.~~
- ~~(4) "Code" means the Municipal Code for the City of Baraboo.~~
- ~~(5) "Fire Chief" means the Fire Chief of the City of Baraboo.~~
- ~~(6) "Fire Department" means the City of Baraboo Fire Department.~~
- ~~(7) "Fire lane" means a part of a public or private parking lot or private driveway or private road which is designated as a fire lane and designed to provide access for fire trucks to any building or location and which lanes meet the following minimum specifications:
 - ~~a. Not less than 24 feet wide at any point.~~
 - ~~b. Curves and turnarounds shall be designed for a 40 foot turning radius.~~
 - ~~c. Dead end lanes more than 300 feet long shall provide for a turn around that is T-type, hammerhead, cul-de-sac, or curved driveway at the closed end of the lane.~~
 - ~~d. The surface shall be paved with bituminous or concrete or other approved similar all weather material and shall be of sufficient strength to support City firefighting equipment.~~~~
- ~~(8) "Fire hydrant" means a hydrant satisfying the specifications contained in Subch. II, Baraboo Water Utility, of Ch. 13 of this Code~~
- ~~(9) "Fire performance" means any act including, but not limited to, fire juggling, fire tossing, fire eating, fire dancing, etc., that occurs inside or outside of a building in a public or private place that use utilizes fire.~~
- ~~(10) "Open burning" means burning occurring outside of a building.~~
- ~~(11) "Recreational fires" and "cooking fires" both mean open burning for outdoor recreation and/or cooking purposes in an enclosure designed specifically for ember and flame containment, excluding a barrel, such as rock-in pits, fireplaces, or barbecue grills which use only charcoal, propane gas or dry, untreated and unpainted wood as the burning material, and which satisfy the conditions set forth in Section 5.13, below.~~

5.032 COMPOSITION OF DEPARTMENT. (xxxxx)

~~ORGANIZATIONAL STRUCTURE.~~

- (1) The Department shall be known as the "City of Baraboo Volunteer Fire Department" and shall consist of the Fire Chief, a First, Second and Third Assistant Fire Chief, a Captain for each company, a Secretary-Treasurer and such subordinates as may be authorized by the Council. The ~~Baraboo~~ Fire Department shall be made up of a combination of full-time, part-time and paid-per-call firefighters. The staff levels of full-time, part-time and paid-per-call shall be reviewed at appropriate intervals by the Common Council. The Fire Chief shall make recommendations for appropriate staffing levels to maintain the mission of the Fire Department.~~Mission.~~
- (2) ~~FIRE CHIEF -APPOINTMENT.~~ Pursuant to ~~§~~62.13(3), Wis. Stats., the Fire Chief shall be appointed by the Police and Fire Commission and shall hold office during good behavior, subject to suspension or removal by the Commission for cause.
- (3) ~~OTHER OFFICERS; SUBORDINATES~~OTHER OFFICERS AND SUBORDINATES. Pursuant to ~~§~~62.13(4), Wis. Stats., other Fire Department officers and subordinates shall be appointed by the Fire Chief, subject to confirmation by the Police and Fire Commission.~~Commission a; And as authorized by Common Council.~~
- (4) The Fire Chief shall develop Policies, Operating Guidelines and other rules and regulations regarding the operation of the department that conform to the spirit of best practice in the modern day fire service as well as in compliance with this chapter. All members of the fire department shall have access to policies, guidelines, rules and regulations and train on same.

5.02 ORGANIZATION. The Department, by 2/3rd vote of the members, shall adopt bylaws for the control, management, and government and for the regulation of business and proceedings of the Department, subject to the approval of the Council. The Department's organization and internal regulation shall be governed by this chapter and by such bylaws as adopted by the Department and approved by the Council, except as otherwise prohibited by law and this Code.

5.043 POWERS AND DUTIES OF FIRE CHIEF. (xxxxx)~~APPOINTMENTS.~~

- (1) ~~(4) DISCIPLINARY ACTION~~DISCIPLINARY ACTION. The Fire Chief shall have the power to suspend, demote, expel or otherwise discipline members of the Fire Department, subject to appeal to the Police and Fire Commission, as provided ~~in~~by ~~§~~62.13(5), Wis. Stats.
- (2) DEPARTMENT BUDGET. The Fire Chief shall file with the City's Finance Director, pursuant to the City's regular budgeting cycle, and City Clerk, by October 1st of each year, a detailed estimate of the appropriations needed for the conduct of the Fire Department during the ensuing fiscal year.
- (3) - GENERAL SUPERVISION. The Fire Chief shall have the general supervision of the Fire Department, which supervision shall be subject to and not conflict with this chapter, the policies, guidelines~~procedures~~, rules or regulations of the Fire Department. The Fire Chief shall be responsible for the safety of the members of the Fire Department.
- (4) -PRESIDING OFFICER. The Fire Chief or designee shall preside at all meetings of the Fire Department, call special meetings, preserve order, decide all points of order that may arise, and enforce a rigid observance of this chapter and the policies, guidelines~~procedures~~, rules and regulations of the Fire Department.
- (5) COMMAND OF FIREFIGHTING OPERATIONS. The Fire Chief shall be present at all fires, if possible, and have complete command and entire responsibility for all fire fighting~~firefighting operations~~, plan the control of the same, direct the action of the companies~~firefighters~~ when they arrive at a fire, observe that every company~~firefighter~~ does ~~it~~this/her duty, grant leaves of absence at a fire when he/she may deem it proper, and see that the fire apparatus is kept in proper condition at all times.
- (6) ~~Reports to Council.~~REQUIRED REPORTS.
 - a. The Fire Chief or designee shall keep records of all incident responses made by the Fire Department. The Fire Chief or designee shall report all fire incident responses to the National Fire Incident Reporting System (NFIRS) as required by the Wisconsin Administrative Code SPS 314. Additionally all other reports as required by State Statute or Administrative Code ~~ad~~ shall be completed. Department of fire record book of every fire to which the Department was called and shall enter in such book the location of the fire, the time the alarm was received, the cause of the fire, where the fire started, the cause of delay, if any, in responding, the amount of insurance carried on buildings and contents,

estimated fire loss, the time the fire was extinguished, the names of the members responding and general remarks:

- The Fire Chief shall submit a monthly written report to the Common Council listing the previous month's incident responses and fire prevention inspections/activities. Furthermore a monthly report whether written or verbal shall be given to the Public Safety Committee on any pertinent information including but not limited to, operations, membership, apparatus, equipment or training, within the fire department, not later than October 1 of each year, and at such times as he deems desirable, relating to the conditions of various pieces of apparatus and appurtenances, budget recommendations for the coming year, the number of fires occurring since the previous report and the date of the same and loss occasioned thereby, the total number of active members in the Department, and resignations and expulsions from the Department. He shall also report upon the drill and training program of the Department, together with other pertinent information, including recommendations for such improvements as he deems proper and necessary for the operation of the Department.

b. _____

- (7) ENFORCEMENT OF FIRE PREVENTION ORDINANCES. The Fire Chief shall enforce all Wisconsin State Laws, Administrative Codes and City Ordinances pertaining to fire protection and fire prevention, ordinances of the City and the State laws and regulations pertaining to fire prevention. The Fire Chief shall oversee the fire prevention program for citizens.

and shall keep citizens informed on fire prevention methods and on the activities of the Department.

- (8) POLICIES AND GUIDELINES. The Fire Chief shall develop policies, procedures and other rules and regulations regarding the operation of the Fire Department that conform to the spirit of best practice in the modern day fire service as well as in compliance with this chapter. All members of the Fire Department shall have access to policies, procedures, rules and regulations and train on same.

APPARATUS INVENTORY. He shall keep an inventory of all apparatus and equipment and an inventory of all hose showing dates and results of tests on each length, which shall be individually numbered.

- (9) OTHER DUTIES. The Fire Chief shall perform such other duties as are usually incumbent on the commanding officer of the Fire Department.

FIRE CHIEF. Pursuant to §S. 62.13(3), Wis. Stats., the Fire Chief shall be appointed by the Police and Fire Commission and shall hold office during good behavior, subject to suspension or removal by the Commission for cause.

- (2) OTHER OFFICERS; SUBORDINATES. Pursuant to §62.13(4), Wis. Stats., other officers and subordinates shall be appointed by the Fire Chief, subject to confirmation by the Police and Fire Commission.

5.04 DISCIPLINARY ACTION. The Fire Chief shall have the power to suspend, demote, expel or otherwise discipline members of the Department, subject to appeal to the Police and Fire Commission, as provided in §62.13(5), Wis. Stats.

5.05 DEPARTMENT BUDGET. The Fire Chief shall file with the City Clerk, by October 1st of each year, a detailed estimate of the appropriations needed for the conduct of the Department during the ensuing fiscal year.

5.06 POWERS AND DUTIES OF CHIEF.

- (1) GENERAL SUPERVISION. The Chief shall have the general supervision of the Department, which supervision shall be subject to and not conflict with this chapter, the rules and regulations adopted by the Commission, and the bylaws of the Department. He shall be responsible for the safety of the members of the Department.
- (2) PRESIDING OFFICER. The Chief shall preside at all meetings of the Department, call special meetings, preserve order, decide all points of order that may arise, and enforce a rigid observance of this chapter and the bylaws.
- (3) COMMAND OF FIRE FIGHTING OPERATIONS. The Chief shall be present at all fires, if possible, and have complete command and entire responsibility for all fire fighting operations, plan the control of the same, direct the action of the companies when they arrive at a fire, observe that every company does its duty, grant leaves of absence at a fire when he may deem it proper, and see that the fire apparatus is kept in proper condition at all times.

- (4) ~~REPORTS TO THE COUNCIL.~~ The Chief shall submit a written report to the Council not later than October 1 of each year, and at such times as he deems desirable, relating to the conditions of various pieces of apparatus and appurtenances, budget recommendations for the coming year, the number of fires occurring since the previous report and the date of the same and loss occasioned thereby, the total number of active members in the Department, and resignations and expulsions from the Department. He shall also report upon the drill and training program of the Department, together with other pertinent information, including recommendations for such improvements as he deems proper and necessary for the operation of the Department.
- (5) ~~ENFORCEMENT OF FIRE PREVENTION ORDINANCES.~~ He shall enforce all fire prevention ordinances of the City and the State laws and regulations pertaining to fire prevention and shall keep citizens informed on fire prevention methods and on the activities of the Department.
- (6) ~~FIRE RECORD BOOK.~~ He shall keep a fire record book of every fire to which the Department was called and shall enter in such book the location of the fire, the time the alarm was received, the cause of the fire, where the fire started, the cause of delay, if any, in responding, the amount of insurance carried on buildings and contents, estimated fire loss, the time the fire was extinguished, the names of the members responding and general remarks.
- (7) ~~APPARATUS INVENTORY.~~ He shall keep an inventory of all apparatus and equipment and an inventory of all hose showing dates and results of tests on each length, which shall be individually numbered.
- (8) ~~DUTIES AS COMMANDING OFFICER.~~ He shall perform such other duties as are usually incumbent on the commanding officer of the Fire Department.

5.0754 CONTROL AND CARE OF APPARATUS AND EQUIPMENT. (xxxxx)

- (1) ~~(4)~~ The Fire Chief shall have control of all apparatus and equipment used by the Fire Department and shall be responsible for its proper care and maintenance. All apparatus and equipment shall be inventoried and information kept on file. Emergency repairs may be authorized by the Fire Chief pursuant to the City's Purchasing Policy.
- ~~(4)(2)~~ Where required, all apparatus and equipment shall be tested at the recommended intervals and records of such tests shall be kept on file.
- (32) No equipment or apparatus shall be used for any purpose except for fire fighting incident response that is within the City limits fire protection area, or in training therefore, except:
- a. Pursuant to mutual or automatic aid agreements approved by the Common Council after the Fire Chief has given his/her recommendations on such use, and/or
- b. With the prior written approval of the Fire Chief or designee, such apparatus may be used for nonemergency purposes within the City an approved area. The Chief shall, quarterly, file a written report to the Council regarding equipment use.

5.0856 POLICE POWER OF DEPARTMENT. (xxxxx)

- (1) POLICE AUTHORITY AT FIRES. The Fire Chief and his assistants or subordinate officers in command at any fire are hereby vested with full and complete police authority at fires. Any officer of the Fire Department may cause the arrest of any person failing to give the right of way to the Fire Department in responding to a fire.
- (2) CONTROL OF FIRES. The Fire Chief or subordinate officers in command at any fire may prescribe certain limits in the vicinity of any fire within which no persons excepting firemen firefighters and policemen police officers and those admitted by order of any officer of the Fire Department shall be permitted to enter. The Fire Chief or subordinate officers in command at any fire may cause the removal of any property whenever it shall become necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect the adjoining property, and during the progress of any fire he/she may order the removal or destruction of any property necessary to prevent the further spread of the fire. He/she may also cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the Fire Department during the progress of a fire.
- (3) ENTERING PREMISES. Any fireman firefighter while acting under the direction of the Fire Chief or other officer in command may enter upon the premises adjacent to or in the vicinity of any building or other property ~~then on fire~~ for the purpose of extinguishing such fire and if any person shall hinder, resist or obstruct any fireman firefighter in the discharge of his/her duty as is herein before provided the person so offending shall be deemed guilty of resisting fireman firefighter in the discharge of their duties.

- (4) DUTIES OF BYSTANDERS. Every person who shall be present at a fire shall be subject to the orders of the Fire Chief or officer in command and may be required to render assistance in fighting the fire or removing or guarding property. Such officer may cause the arrest of any person refusing to obey said orders.
- (5) INJURY TO EQUIPMENT PROHIBITED. No person shall willfully injure in any manner any hose, hydrant or fire apparatus belonging to the City and no vehicle or railroad equipment shall be driven over any unprotected hose of a fire department when laid down on any street, private driveway, track or other place to be used at any fire or alarm of fire without the consent of the Fire Department official in command.
- (6) DESTRUCTION OF PROPERTY TO PREVENT THE SPREAD OF FIRE. During the progress of any fire, the Fire Chief or designee(s) shall have the power to order the removal or destruction of any property necessary to prevent the further spread of fire; provided that it is inevitable that, unless such property is removed or destroyed other property is in danger of being of being destroyed by fire.

5.0967 FIRE PREVENTION. (1727 04/27/94, XXXXXX)

- (1) STATE CODES ADOPTED. Except as otherwise specifically provided in this Code, the statutory provisions of Section §101.14, Fire Inspections, Prevention, Detection and Suppression, Wis. Stats., Wisconsin Administrative Code SPS 314 and the following chapters of the Wisconsin Administrative Codes are hereby adopted by reference and made a part of this Code as if fully set forth herein. Any act required to be performed or prohibited by any statute or code provision incorporated herein by reference is required or prohibited by this Code. Any future amendments, revisions or modifications of the statutes and codes incorporated herein are considered to be made a part of this Code in order to secure uniform statewide regulation:

| | | |
|--------------------|----------------------|--|
| _____ | ATCP 93 | —Flammable, Combustible and Hazardous Liquids |
| _____ | ATCP 94 | Petroleum and Other Liquid Fuel Products |
| _____ | ILHR 7 | SPS 307 Explosives |
| ILHR 10 | _____ | Flammable and Combustible Liquids |
| _____ | ILHR 11 | Liquefied Petroleum Gases |
| _____ | ILHR 12 | NFPA 54 National Fuel Gas Code |
| _____ | ILHR 13 | Compressed Natural Gas |
| _____ | ILHR 14 | Fire Prevention |
| _____ | ILHR 16 | SPS 316 Wisconsin State Electrical Code Article 700 and Article 400 of the National Electrical Code |
| _____ | SPS 318 | Elevator Code |
| _____ | ILHR 28 | SPS 328 Smoke Detectors |
| _____ | ILHR 51 | Definitions and Standards |
| _____ | ILHR 52 | General Requirements |
| _____ | ILHR 53 | Structural Requirements |
| _____ | ILHR 54 | Factories, Office, and Mercantile Buildings |
| _____ | ILHR 55 | Theaters and Assembly Hall |
| _____ | ILHR 56 | Schools and Other Places of Instruction |
| _____ | ILHR 57 | Residential Occupancies |
| _____ | ILHR 58 | Places of Detention |
| _____ | ILHR 59 | Hazardous Occupancies |
| _____ | ILHR 60 | Child Day Care Facilities |
| _____ | ILHR 61 | Community Based Residential Facilities |
| _____ | ILHR 62 | Specialty Occupancies |
| _____ | ILHR 64 | Heating, Ventilation, and Air Conditioning |
| _____ | NFPA 704 | Identification of the Fire Hazards of Materials |
| _____ | NFPA 234D | Storage of Rubber Tires |

- (2) FIRE CHIEF TO BE FIRE INSPECTOR. The Fire Chief shall hold the office of Fire Inspector with power to appoint one or more Deputy Fire Inspectors, who shall perform the same duties and shall have the same powers as the Fire Inspector.
- (3) ~~INSPECTION DUTIES. It shall be the duty of the Fire Chief to provide for the inspection of every public building and place of employment to determine and cause to be eliminated any fire hazard or any violation of any law relating to fire hazards or to the prevention of fires, to the extent required by §101.14, Wis. Stats. and Ch. ILHR 14 Wis. Adm. Code, and the Chief shall further make and keep on file written reports of such inspections as may be required by the Wisconsin Department of Industry, Labor and Human Relations.~~

- (34) CORRECTION OF VIOLATIONS. Whenever any fire inspection reveals a violation of this Code, the Fire ~~Inspector~~ Inspector or Deputy Fire Inspector shall personally deliver, email, or send by certified mail, return receipt requested, a written compliance order to the owner of the property and to the occupant if the property is occupied by a person not the owner thereof, giving said persons a reasonable time, not to exceed sixty (60) calendar days, to correct all violations. If a violation is not corrected within the grace period allowed, a second written compliance order shall be personally delivered, emailed or sent by certified mail, return receipt requested, to the same persons giving said persons an additional grace period, not to exceed thirty (30) calendar days, to correct the violations. If any violation is not corrected within the grace period allowed by the second order, a citation may be issued to the owner and to the occupant of the property, or to an agent as provided for by Chapter 25 of this Code.
- a. Each individual violation on a property and each day any such violation continues after the grace period allowed in the second notice shall constitute a separate offense.
- b. If the compliance order is not referred to the Department of ~~Industry, Labor and Human Relations~~ Safety and Professional Services for further action, an action to abate such nuisance may be commenced by the City as provided in §10.07 of this Code.
- c. Nothing herein shall be interpreted to mean that a citation cannot be issued immediately upon the finding of a violation of this Code, subject to the discretion of the Fire Inspector or Deputy Fire Inspector, based upon the seriousness of the offense, prior similar offenses, or for other reasonable reasons.
- ~~(45)~~ CITATION AUTHORITY. The Fire Chief, Deputy Fire Inspectors and City Police Officers shall be authorized to ~~issue~~ citations for violations of this ~~section~~ Chapter using the uniform citation method set forth in §9.27 of this Code.
- ~~(65)~~ SPECIAL CHARGES FOR INSPECTIONS FOR NON-COMPLIANCE. A special charge as provided in the City's Official Fee Schedule, §1.90, ~~Official Fee Schedule~~ shall be imposed for the second and each subsequent inspection where the inspection reveals that the owner or occupant of the property has not corrected the violations contained in the compliance order. The owner and occupant, or agent thereof as provided for by Chapter 25 of this Code, of each property inspected shall be jointly and personally liable for the charge. If the charge is not paid within thirty (30) calendar days of the date of billing, an additional administrative collection charge of 10 percent (10%) of the charge shall be added to the amount due, plus interest shall accrue thereon at the rate 1 percent (1%) per month until paid and such charge shall be extended upon the current or next tax roll as a charge against the inspected property for current services, as provided in §66.0627, Wis. Stats.
- ~~(76)~~ ENTERING ON PREMISES. No person shall deny a Fire Inspector or Deputy Fire Inspector free access to any property within the City at any reasonable time for the purpose of making fire inspections. No person shall hinder or obstruct a Fire Inspector or Deputy Fire Inspector in the performance of his/her duty or refuse to observe any lawful direction given by the Inspector. The Fire Chief shall be deemed a peace officer for the purpose of applying for, obtaining and executing a special inspection warrant pursuant to §66.0119, Wis. Stats.
- ~~(77)~~ DISCLAIMER ON INSPECTIONS. The purpose of the inspections under this section is to comply with the fire inspection provisions of the State codes. The inspections and the reports, findings and orders issued after such inspections are not intended as, nor are they to be construed as, a guarantee. In order to advise owners, occupants and other interested persons, a disclaimer shall be included in each inspection report as follows: "The findings of the inspection contained herein are intended to report conditions of non-compliance with Code provisions that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the mechanical systems or the closed premises. The City makes no warranty or representation, expressed or implied that its inspection of the property has discovered all fire code violations or all fire hazards or that this report contains a complete list of all fire code violations existing on the property inspected herein."
- ~~(89)~~ LICENSE OR PERMIT WITHHELD. No license shall be granted or renewed for the operation of any trade, profession, business or privilege for which a license is required by any provisions of this Code nor shall any occupancy permit under Chapter 14 of this Code be issued for any property that contains any outstanding violation of this section.
- ~~(94)~~ VIOLATION AND PENALTY. Any person who violates, disobeys, neglects, omits or refuses to comply with, or resists the enforcement of any of the provisions of this section shall be subject to a penalty as provided in ~~Ch. HLR 14~~ SPS 314 Adm. Code and/or §25.04 of this Code, whichever is greater.

~~5.10 **INFLAMMABLE MATERIALS PROHIBITED.** Within the business district, no person shall permit any waste paper, empty boxes, excelsior or similar or other inflammable materials to collect or remain upon the premises owned or occupied by said person, on the outside of any building or placed in any public street or alley unless the same shall be contained within a covered, fireproof container.~~

~~5.11 **GASOLINE, BENZINE, NAPHTHA, ETC.** All gasoline stations, bulk gasoline storage facilities, and any facility for storing benzene, naphtha, or any other volatile liquid shall be constructed and maintained in conformity with the regulations prescribed by the State Statutes and the rules and regulations of the State Department of Industry, Labor and Human Relations.~~

5.0842 GUNPOWDER. (Renumbered only XXXX) No person shall keep or store more than 10 pounds of gunpowder at any place within the City without the written permission of the Fire Chief. Any dealer permitted to keep at his place of business in excess of 10 pounds of gunpowder shall not keep more than 200 pounds at any one time, and such gunpowder shall be kept in a safely constructed box painted yellow with the word "POWDER" printed or painted thereon in black letters not less than 5 inches in height and equipped with handles so that the same may be readily moved in case of fire, and such box shall be kept in such part of the dealer's place of business as may be directed by the Fire Chief.

5.0943 DYNAMITE. (Renumbered only XXXX) No person shall keep or store within the City any nitroglycerine, dynamite, giant powder or other explosives more violent than gunpowder without the written permission of the Fire Chief or otherwise than in accordance with the conditions prescribed in such permission as granted and in no case shall more than 50 pounds of any such explosive be stored or kept within 300 feet of any dwelling or other occupied building. The Fire Chief may direct the placement and the manner of keeping the same and the precautions to be observed in connection therewith.

~~5.14 **RIGHT OF WAY.** The officers and members of the Fire Department, with their fire equipment of every kind, when going to or are on duty at a fire, shall have the right of way over all other vehicles upon City streets, and the operator of any other vehicle, whether motor or otherwise, upon the approach of such fire apparatus, shall immediately drive such other vehicle as far as possible to the right of the thoroughfare and shall keep such vehicle stationary until such fire apparatus shall have passed. Except when actually responding to a fire alarm or other emergency call, or when on duty at a fire, the apparatus and vehicles of the Fire Department shall, however, have no special right of way or other privileges of any kind, but shall be subject to all traffic regulations applicable to other vehicles.~~

5.1045 TRAFFIC LAWS APPLY TO VOLUNTEERS. (xxxxx) All ~~volunteer firemen~~ firefighters, when responding to an ~~fire~~ emergency call in a private vehicle, shall comply with all traffic regulations.

5.1146 EMERGENCY ALARM SYSTEMS. See §12.14 of this Code. (1833 09/26/95, Renumbered only XXXXX)

5.12 RESERVED (xxxx)

5.17 SOCIAL ACTIVITIES.

~~(1) **SOCIAL CLUB.** Members of the Department may organize a social club provided that social activities are not funded from City funds.~~

5.18 SMOKE DETECTOR. (1485 12/8/87, 1586 03/12/94) The statutory provisions of §101.145, Wis. Stats., entitled Smoke Detectors, and the Wis. Adm. Code regulating smoke detectors are hereby adopted and by reference made a part of this Code with the same force and effect as though set forth in full. Any future amendments, revisions or modifications of the statutes and Wis. Adm. Code regulating smoke detectors are intended to be made a part of this section. Failure to comply with any of the provisions of such regulations shall constitute a violation of this section, punishable according to the penalties provided in this chapter.

5.1349 REGULATION OF OPEN BURNING. (1935 04/14/98, xxxx)

(1) OPEN BURNING PROHIBITED.

a. Except as otherwise provided in this Section, no person shall burn or cause to be burned any leaves, grass, wood, rubbish, waste, recyclable paper products, recyclable cardboard, painted wood, pressure treated lumber, and/or any material made of in whole or in part or coated with rubber, plastic, leather or petroleum based materials, and/or products containing flammable materials or other combustible material.

b. An Open Burning Permit may be issued by the Fire Chief or designee for prescribed vegetation management purposes subject to reasonable conditions to mitigate fire hazards. The fee for an Open Burning Permit shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common

Council. Applications for a permit must be submitted to the City Clerk at least seven (7) calendar days prior to the burning. Supervision and inspection costs shall be billed to the owner of the property upon which supervision or inspection is required. Open Burning Permits shall apply to individual parcels or occupancies and are not transferable from person to person, parcel to parcel or occupancy to occupancy; however, Open Burning Permits may encompass multiple parcels under common ownership if part of a common vegetation management project.

~~(1) — DEFINITIONS.~~

~~(a) — “Burning” shall mean the kindling or maintaining of a fire that has hot ashes or cinders or is giving heat, or still glowing or giving light, or a fire that is still smoldering or giving off smoke, or a fire that has not been completely extinguished.~~

~~(b) — “Open burning” shall mean burning done outside of a Building.~~

~~(c) — “Recreational fires” and “cooking fires” shall mean open burning for outdoor recreation and/or cooking purposes in an enclosure designed specifically for ember and flame containment, excluding a barrel, such as rocked in pits, fireplaces, or barbecue grills which use only charcoal, propane gas or dry, untreated and unpainted wood as the burning material, and which satisfy the conditions set forth in subs (3).~~

~~(d) — “Bonfire” shall mean a large, open fire kindled and maintained to mark a public event, celebration or similar occurrence, which only uses dry, untreated and unpainted wood as the burning material. A fire permit from the Fire Department is required for a bonfire.~~

~~(2) — CONDITIONS OF PERMITTED OPEN BURNING. Except as permitted in sub. (3), no person shall kindle or maintain any open burning unless such open burning complies with the conditions set forth in this subsection:~~

~~(a) — The hours of open burning shall be restricted to even calendar days during the hours between 8 a.m. and 10 p.m., unless otherwise expressly authorized by the Fire Department. During all other hours and times, all burning authorized under subsection (2) shall be completely extinguished.~~

~~(b) — No burning shall be kindled or maintained during periods when either the Fire Chief or the Wisconsin Department of Natural Resources has issued a burning ban.~~

~~(c) — Only dry grass, leaves, garden vegetative matter, brush and untreated and unpainted wood which is suitable for burning shall be used as the burning material, except permitted bonfires shall only use dry, untreated and unpainted wood as the burning material.~~

~~(d) — No burning shall be kindled or maintained on or within any street, sidewalk, tree bank, alley, parking lot, drainage ditch, park, public place or public right of way, unless otherwise expressly authorized by the Fire Department.~~

~~(e) — The fuel for igniting such burning shall consist of dry material or commercially available products designed for lighting fires.~~

~~(f) — All such burning shall be constantly supervised and personally attended by a responsible adult until the fire is completely extinguished. The person in charge of the fire shall have fire extinguishing equipment or materials available at all times and easily accessible for immediate use.~~

~~(g) — Burning, under this subsection, shall not be kindled or maintained in a barrel.~~

~~(h) — Whenever burning is undertaken in a pile, the maximum size of the burning materials shall be four feet in diameter, measured horizontally, and three feet measured vertically, and the pile of material being burned shall be at least 15 feet away from any combustible material, combustible wall or partition, exterior window opening, exit, access or exit unless otherwise expressly authorized by the Fire Department.~~

~~(i) — No burning shall be maintained so that flames exceed 4 feet in height.~~

~~(j) — No burning shall be kindled or maintained so as to cause a public nuisance prohibited by Ch. 10 of the Code.~~

~~(k) — All such burning shall be conducted on a non-combustible surface.~~

- (32) REGULATION OF RECREATION FIRES AND COOKING FIRES. Recreational fires and cooking fires ~~shall be exempt from the conditions set forth in subs. (2), are permitted so long as they provided, however, recreational fires and cooking fires shall~~ comply with each of the following conditions:
- ~~a.(a)~~ Burning, under this subsection, shall not be kindled or maintained in a barrel.
 - ~~b.(b)~~ No burning shall be kindled or maintained on or within any street, sidewalk, treebank, alley, parking lot, drainage ditch or public right-of-way.
 - ~~c.(c)~~ No burning shall be maintained such that the flames exceed ~~4~~four feet in height.
 - ~~d.(d)~~ No burning shall be maintained so as to cause a public nuisance prohibited by Ch. 10 of the Code.
 - ~~e.(e)~~ Except for barbecue, gas, and charcoal grills, any other burning receptacle, enclosure or pit shall be no greater than 30 inches in diameter at its greatest width.
 - ~~f.(f)~~ All such burning shall be constantly supervised and personally attended by a responsible adult until the fire is completely extinguished. The person in charge of the fire shall have fire extinguishing equipment or materials available at all times and easily accessible for immediate use.
 - ~~g.~~ Except for barbecue, gas, and charcoal grills, no burning shall be kindled or maintained during periods when either the Fire Chief or the Wisconsin Department of Natural Resources has issued a burning ban.
 - ~~h.(h)~~ Whenever a portable fireplace or grill is located on a combustible surface, such as a wooden patio or deck, a non-combustible material shall be placed under and around the fireplace or grill for a distance of at least 24 inches on each side thereof.
 - ~~i.(i)~~ In relation to one and two family dwellings, except for barbecue, gas, and charcoal grills, no such burning shall be undertaken within 15 feet of any combustible material, combustible wall or partition, exterior window opening, exit access or exit unless authorized by the Fire ~~Department~~Chief. (2353 01/25/11)
 - ~~j.(j)~~ In buildings with three or more dwelling units, no burning shall be undertaken within 25 feet of any combustible material, combustible wall or partition, exterior window opening, exit access or exit unless authorized by the Fire ~~Department~~Chief. (2118 05/27/03, 2353 01/25/11)
 - ~~k.(k)~~ In buildings with three or more dwelling units, regardless of type or size, no barbecue, gas, charcoal or electric grill, or any other burning receptacle shall be stored or used on balconies above the first floor, under any overhangs or within 10 feet of the structure. (2118 05/27/03, 2353 01/25/11)
- (3) ~~(4)~~ —BONFIRES REGULATED. No person shall kindle or maintain any bonfire without first obtaining a ~~Bonfire p~~Permit from the Fire ~~Department~~Chief or designee and each such permit shall be subject to the conditions established by the Fire Department. Applications for a permit must be submitted to the City Clerk at least seven (7) calendar days prior to the bonfire. The permit fee shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common Council.
- (4) FIRE PERFORMANCE. No person shall engage in any fire performance without first obtaining a Fire Performance Permit from the Fire Chief or designee, at his or her discretion, and each permit shall be subject to the conditions established by the Fire Department. Applications for a permit must be submitted to the City Clerk at least fourteen (14) calendar days prior to the performance. The permit fee shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common Council.
- ~~The bonfire permit fee is set forth in the City's Official Fee Schedule, §1.90.~~

~~BURNING OF CERTAIN MATERIALS PROHIBITED. No person shall kindle or maintain open burning where the burning material is recyclable paper products, recyclable cardboard, rubbish, garbage, trash, refuse, painted wood, pressure treated lumber, and/or any material made of in whole or in part or coated with rubber, plastic, leather or petroleum based materials, and/or products containing flammable materials.~~

(65) ~~EXCEPTIONS TO BURNING REGULATIONS. The following fires for burning shall be exempt from the provisions of §§(subs. (12) and (43), above: (2118 05/27/03)~~

~~a. (a)~~ Fires conducted inside of a building, including, but not limited to, fireplaces and incinerators.

~~b. (b)~~ Fires conducted to remove frost from the ground by public utility companies, City employees, cemeteries, and building contractors.

~~c. (c)~~ Small open flames for welding, acetylene torches, safety flares, heating tar or similar applications.

~~d. (d)~~ Fires conducted for training or instruction of fire-fighters by the ~~City~~ Fire Department or for the testing of fire equipment by the ~~City~~ Fire Department.

~~a.c. (e)~~ Any fire expressly authorized in writing by the Fire Chief. An Exception to Burning Regulations Permit issued by the Fire Chief shall be subject to the conditions established by the Fire Department. The fee for an Exception to Burning Regulations Permit shall be as set forth in the City's Official Fee Schedule, §1.90, as set by the Common Council~~See Official Fee Schedule, §1.90 for burning permit fee.~~ (2118 05/27/2003)

~~(7)~~
(6) EMERGENCY REGULATIONS. The Fire Chief may, when necessary, declare a "Emergency Condition of Fire Hazard" for a specified period of time and, during such time, no burning shall be permitted unless done or controlled by the Fire Department. In addition, during such declared fire emergency period, the Fire Chief may prohibit the use of the following:

a. Fireworks as defined by §167.10(1), Wis. Stats.

b. Any of the items included under §167.10(1)(e), (f), (i), (j), (k), (l), (m), and (n), Wis. Stats.

~~b.c.~~ Any other device that may pose a fire hazard.

(7) OPEN BURNING PROHIBITED WHEN WIND EXCEEDS EIGHT (8) MILES PER HOUR. No person shall kindle or maintain any open burning within the City whenever the wind speed exceeds eight (8) miles per hour as measured by a portable wind meter device approved by the Fire Chief. Before taking any enforcement action under this ~~sub(8) section, a law enforcement officer, the Fire Chief, or Fire Inspector~~the Fire Chief or his/her designee shall first order the violator to completely extinguish the open burning. A citation shall not be issued if the open burning is immediately extinguished after the order to do so has been given. No person shall continue to maintain any open burning after being ordered to completely extinguish the burning as provided in this Section. (2146 04/13/2004)

(98) PERMIT REQUIREMENTS. All permits required under this Section must meet the minimum City licensing and permitting standards of §12.01 and shall require the permittee to indemnify the City of Baraboo.

~~ENFORCEMENT AND BONFIRE PERMIT FEE. The Fire Chief, Fire Inspector, and Police Officers of the City shall be authorized to enforce the provisions of this Section. (Re-numbered only per 2146 04/13/2004)~~

(9) ENFORCEMENT. The Fire Chief and his/her designee(s) and Police Officers of the City shall be authorized to enforce the provisions of this Section. (Renumbered only per 2146 04/13/2004)

(1049) RECOVERY OF ABATEMENT COST. The City has determined that a violation of this section creates a public nuisance or a hazard to the public safety. Therefore, in addition to any other penalty imposed by this code for a violation of this section, if the Fire Department is dispatched to a fire caused as a result of any act, omission, condition, or thing that constitutes a violation of this §5.49 section, the person causing, permitting, or maintaining such

occurrence, may be charged a fee to cover the City's cost for responding to such public nuisance. Any such fee shall be charged as set forth in the City's Official Fee Schedule, §1.90~~City of Baraboo's Official Fee Schedule~~. The charge shall be collected as a debt and, if the charge is not paid within thirty (30) calendar days of the date of billing, an administrative collection charge of ten percent (10%) of the charge shall be added to the amount due, plus interest shall accrue thereon at the rate of one percent (1%) per month until paid. If the owner of the property where the public nuisance occurred caused, permitted, or maintained such public nuisance, such charge shall be extended upon the current or next tax roll, to the extent allowed by law. (2118 05/27/2003, Re-numbered only per 2146 04/13/2004)

~~SEVERABILITY. If any Section, Subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by reason of any decision of any Court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof, and to this extent, the provisions of this Ordinance shall be severable. (2118 05/27/2003, Renumbered only per 2146 04/13/2004)~~

5.14 FIRE LANES AND FIRE HYDRANTS (1870 05/14/96, 2002 01/11/2000, XXXXXX)

- (1) **FIRE LANES AND FIRE HYDRANTS REQUIRED.** Fire lanes and fire hydrants shall be required in accordance with this section on public or private property used for assembly, commercial, educational, industrial, institutional, or multi--family dwelling purposes, and on private property containing residential developments consisting of three or more dwelling units to which access is provided from a public street by a private road or driveway where any dwelling unit is set back more than fifty (50) feet from the paved portion of the public street. Fire lanes may also be designated on those private roads where it is found by the Fire Chief that such access is necessary for ~~fire fighting~~fire fighting equipment and apparatus. No building permit shall be issued without compliance with the terms of this section if any part of the area being developed contains any of the uses or conditions described in this section.

~~(2) In this Section:~~

~~(a) "Fire Chief" means the Fire Chief of the City of Baraboo.~~

~~(b) "Fire lane" means a part of a public or private parking lot or private driveway or private road which is designated as a fire lane and designed to provide access for fire trucks to any building or location and which lanes meet the following minimum specifications:~~

- ~~1. Not less than 24 feet wide at any point.~~
- ~~2. Curves and turnarounds shall be designed for a 40 foot turning radius.~~
- ~~3. Dead end lanes more than 300 feet long shall provide for a turn around that is T-type, hammerhead, cul de sac, or curved driveway at the closed end of the lane.~~
- ~~4. The surface shall be paved with bituminous or concrete or other approved similar all weather material and shall be of sufficient strength to support City fire fighting equipment.~~

~~(c) "Fire hydrant" means a hydrant satisfying the specifications contained in Subch. II, BARABOO WATER UTILITY, of Ch. 13 of this Code.~~

- ~~(2) LOCATION AND MAINTENANCE OF FIRE LANES AND FIRE HYDRANTS.~~ Fire lanes and fire hydrants shall be located where necessary to provide fire protection to all buildings and premises within the City as determined by the Fire Department. In all cases, a fire hydrant shall be located within 350 feet from each building to be served by the hydrant and all hydrants shall be accessible to fire lanes. All existing and new fire hydrants located on private property shall be routinely inspected, repaired, tested, and maintained by the owner thereof as specified in American Water Works Association Manual 17, Installation, Field Testing and Maintenance of Fire Hydrants, and all fire hydrants shall satisfy the minimum performance requirements established by the City Water Department for City fire hydrants. The City's Water Department and Fire Department personnel shall have open and free access to all fire hydrants upon public and private property within the City at any reasonable time for the purpose of inspecting, repairing, testing, and maintaining fire hydrants. The fire flow test procedures in National Fire Protection Association Ch. 291, Fire Flow Testing and Marking of Hydrants, shall be followed when performing fire hydrant fire flow tests.

- ~~(3) SNOW REMOVAL.~~ Each owner and/or each occupant of any premises where a fire lane and/or a fire hydrant is required shall be responsible for the prompt removal of snow and ice from a fire lane and for the prompt removal of all snow surrounding each fire hydrant. (2002 01/11/2000)

- ~~(4) WRITTEN RECORDS.~~ Written records shall be maintained by the Utility Superintendent showing the installation, inspection, field testing, repair, and maintenance of each fire hydrant within the City. Such records shall be made available for inspection and copying upon request ~~by Fire Department Personnel to the City.~~

~~(5)~~ ~~(b)~~—DISCLAIMER ON FIRE HYDRANT INSPECTING AND TESTING. The purpose of the inspection and testing of fire hydrants authorized by this Section is to improve the quality of fire protection service within the City. Any inspections and the reports and findings issued pursuant thereto are not intended as, nor are they to be construed as, a guarantee. The findings of any inspection or testing are intended to ascertain conditions that are readily apparent at the time of such inspection or testing and do not involve a detailed examination of all mechanical systems on the entire premises. The City makes no representation or warranty, express or implied, as to the thoroughness or accuracy of any such inspection or testing. The City disclaims, and does not assume, any liability or responsibility whatsoever in the event any error or omission was made by the City as the result of an inspection and/or testing authorized by this Section, whether such errors or omissions result from negligence, accident, or other source or cause. The City shall further not be liable or responsible for damage caused to any fire hydrant while such fire hydrant is being properly tested as required by this Section.

~~(4)~~ DUTIES AND POWERS OF FIRE CHIEF. All building and project development plans for projects covered by this Section shall be referred to the Fire Chief for examination and approval. If the Fire Chief finds that a proposed fire lane or fire hydrant in a development project does not comply with this Section, the Fire Chief shall be authorized to specify the changes necessary to bring the proposal into compliance. Appeals from orders of the Fire Chief shall be to the Zoning Board of Appeals. The Fire Chief shall inspect the construction of any fire lanes and the placement and specifications of any fire hydrant required by this Section and no occupancy permit shall be issued for any project covered by this Section until the Fire Chief has inspected and approved the fire lanes and fire hydrants.

~~(55)~~ DESIGNATION AND SIGNAGE FOR FIRE LANES. The owner or occupant of any premises where a fire lane is required under this Section shall designate and mark all fire lanes and shall post appropriate signs indicating the existence of all fire lanes and indicating that no parking is permitted on fire lanes at any time, as specified and approved by the Fire Chief. Signs and markings shall be used in such locations and in such a manner as in the judgment of the Fire Chief will carry out the purposes of this Section and give adequate warning to users of the premises where the fire lanes and fire hydrants are located. Signage and markings shall meet the following minimum standards:

- a. ~~(a)~~—Where reasonably feasible, signs shall be erected within 5 feet of the beginning and within 5 feet of the end of the fire lane with spacing between signs not exceeding 75 feet. Each sign shall face in the direction of oncoming traffic and shall be affixed to a stationary pole or object.
- b. ~~(b)~~—Curb along a fire lane shall be painted yellow and if no curb exists, a 4-inch wide stripe shall be painted the full length of the fire lane. Lanes identified exclusively as fire lanes shall be identified with approved fire lane signs on each side facing forward and the pavement area between the signs shall be striped with 4-inch wide yellow strips.

~~(66)~~ OBSTRUCTIONS OTHER THAN MOTOR VEHICLES. No person who is the owner or occupant of a premises required by this Section to maintain a fire lane or a fire hydrant shall place, locate, permit, or allow the placement or location of any obstruction of any fire lane or so as to block access to any fire hydrant. (2027 09/12/2000)

~~(77)~~ RESTRICTED PARKING IN FIRE LANES.— See §7.09 of the Code.

5.15 KEY LOCK BOX SYSTEM (2394 04/23/2013, Renumbered only XXXX)

~~(1)~~ The following structures shall be equipped with a key lock box or a component thereof at or near the main entrance or such other location required by the Fire Chief:

- a. Commercial or industrial structures protected by an automatic alarm system or automatic suppression system, or such structures that are secured in a manner that restricts access during an emergency.
- b. Multi-family residential structures protected by an automatic alarm system, or automatic suppression system, or that have restricted access through locked doors and have a common corridor for access to the living units.
- c. Governmental structures.
- d. Any special facilities or properties that may possess restricted access by the means of a fence, gate or similar device.

~~(4)~~(2) This ordinance shall not be construed to so as to require a key lock box for the following structures or uses:

- a. One- and two-family dwellings.
- b. Hospitals, nursing homes, jails or other institutional use buildings when on-site staff is available at all times.
- c. Commercial or industrial structures when on-site staff is available at all times.
- d. In the event that any of the structures or uses as set forth in this paragraph install a key lock box system, it shall meet and comply with all the requirements of this ordinance.

(3) All newly constructed structures subject to this Section shall have the key lock box installed and operational prior to the issuance of a occupancy permit. All existing structures as of the effective date of this ordinance and subject to its provisions shall have one year to install an operational key lock box.

(4) The Fire Chief shall designate the type of key lock box system to be implemented within the City and shall have the authority to require all structures as set forth in section (1) of this ordinance to use the designated system.

~~(2)~~(5) The owner or operator of a structure required to have a key lock box shall, at all times, keep current key(s) in the key lock box that will allow access to the structure. The key lock box shall contain the following keys, as applicable:

- a. Keys to locked points of ingress and egress, whether on the interior or exterior of such buildings.
- b. Keys to locked mechanical rooms.
- c. Keys to locked elevator rooms.
- d. Keys to elevator controls.
- e. Keys to any fence or secured areas.
- f. Keys to any other areas as directed by the Fire Chief or Deputy -Fire Inspector.
- g. Keys required by this section shall not include keys to individual living units in a multi-family residential structure.

(6) The Fire Chief shall be authorized to implement rules and regulations for the placement and use of the key lock box system.

(7) The ~~Baraboo~~ Fire Department is authorized to share key lock box access with other public safety departments, including the Sauk County Sheriff's Department, the Baraboo Police Department, and the Baraboo Ambulance District, under rules and policies to be established by the Fire Chief.

(8) Entry keys shall be updated as necessary and will be checked as part of the fire inspection visits.

(9) The owner or operator of a structure required to have a key lock box system shall provide to the ~~Baraboo~~ Fire Department a list each year of the emergency contacts in case of an emergency requiring the use of the key lock box.

~~(3)~~(10) Any person who owns or operates a structure subject to this section shall be subject to the penalties set forth in §5.30 of this Code for any violations of this section.

5.1622 SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof, and to this extent, the provisions of this ordinance shall be severable. (2118 05/27/2003, Renumbered only per 2146 04/13/2004, Renumbered only XXXXX)

5.17 thru 5.29 Reserved

5.30 PENALTY. (2002 01/11/2000, 2027 09/12/2000, Renumbered only XXXXX) Any person who violates, disobeys, neglects, omits, or refuses to comply with or who resists the enforcement of any of the provisions of this chapter, or any order, rule, or regulation made hereunder shall be subject to a penalty as provided in §25.04 of this Code. In addition to the payment of a forfeiture, the City Attorney may, in addition to other remedies provided by law, institute appropriate action or proceedings to prevent or enjoin the erection, enlargement, alteration, repair, moving or occupancy of any building or structure located on any premises in violation of this chapter. In any such action, the fact that a permit was issued shall not constitute a defense and each violation and each day a violation continues or occurs shall constitute a separate offense. (2027 09/12/2000)

~~5.31~~

ORDINANCE NO. 2187-09
By the Legislative and Licensing Committee

**AN ORDINANCE CREATING SECTION 8.40 OF THE MUNICIPAL CODE
REGARDING TECHNICAL RESCUE FEES**

The Common Council of the City of Brookfield do ordain as follows:

PART I. Section 8.40 of the Municipal Code is created to read as follows:

8.40 Technical Rescue

Any person who requires a technical rescue within the City of Brookfield shall be responsible for the reimbursement of the responding agency, including but not limited to fire service, emergency medical service and law enforcement, for actual and necessary expenses incurred in carrying out their duties under this section.

A. For purposes of this ordinance, actual and necessary expenses shall include any amount over and above the Basic Costs for Services as determined by the current (at the time the service is rendered) Waukesha County Mutual Aid Fee Schedule, said services to include but are not limited to:

- abatement or clean up of hazardous material;
- cost of equipment operations;
- cost of materials utilized, including the replacement of equipment damaged;
- costs of third party specialists, experts or contract labor necessary to abate or clean up material or to conduct the rescue;
- costs of cleaning, decontaminating and maintaining equipment specific to the incident;
- costs of laboratory expenses incurred in recognizing and identifying hazardous material(s) in evaluation of the response, decontamination, cleanup and medical surveillance;
- costs for future medical surveillance of response personnel as required by the responding agencies' medical advisor; and,
- labor costs such as overtime.

B. Technical rescue refers to those aspects of saving life or property that employ the use of tools and skills that exceed those normally reserved for fire fighting, medical emergency, and rescue that the City of Brookfield Fire Department is trained and equipped to handle or exceeds their capability. These disciplines include high angle rope rescue, swiftwater rescue, confined space rescue, trench/excavation rescue, and building collapse rescue.

PART II. All ordinances and parts of ordinances contravening the provisions of this ordinance are hereby repealed.

ADOPTED AND APPROVED _____ October 6 _____, 2009

Kristine A. Schmidt, City Clerk

Jeff R. Speaker, Mayor

Published: October 15, 2009

The following fee schedule was approved by the Police and Fire Commission on 01/04/2011,

Revised and approved: 09/06/2011, 02/07/2012, 05/14/2014, 11/03/2015, 03/01/2016, 04/04/2017, 08/06/2019

Plan review: For commercial and multi-family residential (anything other than single family residential occupancies), \$250.00 each.

Re-inspection fee: Fire prevention re-inspection fee, \$50.00 for the second re-inspection (if the violation is corrected on the first re-inspection there is no fee). The fee will increase \$25.00 for each subsequent inspection until the violation is corrected.

Tank Inspections: \$100.00 per inspection.

Permit Fees:

Tent permit, \$10.00.

Fireworks: For displays at events or retail sales. \$100.00 per season, June/July (4th of July) or December/January (New Year's) at retail and, or event for a professional display.

Hot works; Cutting or welding operations. \$10.00 per day.

False nuisance fire alarms: for the 3rd and each subsequent false alarm in a 12 month period, \$500.00 per occurrence.

Vehicle crash hazard assessment and mitigation, and car fires: \$500.00 per vehicle. Generally, this fee would be assessed on disabled vehicles that are towed where necessary hazard mitigation is completed. Drivable vehicles would be exempt unless there is necessary intervention from the fire department.

Non-transport medical calls: For minor, brief, or passing medical issue, where the call is initiated by the patient, or a medical assessment is accepted, completed, and documented. BLS On scene care \$300.00 resident, \$425.00 non-resident. ALS On scene care \$700.00 resident, \$850.00 non-resident.

Non-emergent and service calls:

For lift assist with no medical complaint \$100.00 fee after the third occurrence in a 12 month period at a private residence.

For lift assist with no or minor medical complaint (not to the level of "on scene care") in a staffed assisted living facility and/or nursing facility, \$250.00.

Level I miscellaneous service call, one crew of 2 or less personnel and one vehicle, less than one hour, \$100.00 plus supplies used. The number of personnel and vehicles is at the discretion of the officer-in-charge in order to maintain a safe work atmosphere and ensure public safety.

Level II miscellaneous service call, more than 2 personnel, one vehicle, and/or one hour, \$50.00 per person per hour, \$200.00 per vehicle per hour, plus supplies used. The number of personnel and vehicles is at the discretion of the officer-in-charge in order to maintain a safe work atmosphere and ensure public safety.

Lake boater assist or tow-in \$250.00 for the first two hours and \$100.00 per hour thereafter.

Fire and EMS apparatus and staffing: The fees will equal the FEMA schedule of approved rates in effect at the time of the incident for the type of apparatus and staffing used, or the actual expense incurred by the City of Beaver Dam, which ever is Higher. This established

rate will help with reimbursement in a chargeable hazardous materials incident or declared disaster.

Records requests: \$15.00, plus \$0.25 per page.

Extinguisher Class Charge:

The Beaver Dam Fire Department shall have the following policy in regards to charging local groups for providing fire safety and fire extinguisher training.

The extinguisher class charges shall be as follows:

- A \$75 fee shall be charged to local businesses or groups that request a fire extinguisher training class. This \$75 fee is based on one or two classes with the total number of students being 20 or less. If two classes are scheduled they must be done in sequence or "back to back". If the instructor has to return to the business an additional \$50 fee shall be charged.
- Non-profit groups that request fire extinguisher training and those who donated to the purchase of the simulator may have the \$75 fee waived at the discretion of the Fire Chief or his/her designee.

Outside contractors and service providers for emergency purposes:

The fire department may bill for reimbursement of reasonable fees charged to the fire department by licensed private contractors or other persons hired by the fire chief or his or her designee who provide necessary services to assist in mitigating fires, hazardous materials incidents, emergency medical events, rescue situations, or other activities as required to ensure and preserve the SAFETY of citizens and firefighters.

REIMBURSEMENT FOR SERVICE POLICY

When a neighboring fire or EMS provider requests the Beaver Dam Fire and Rescue Department to answer an initial fire or EMS call due to insufficient staffing or out of service equipment, it will be the policy of the City of Beaver Dam to bill the requesting agencies governing municipality for the service.

The fee billed will be equal to the current fees charged to municipalities who contract the Beaver Dam Fire and Rescue Department for service.

This policy does not affect actual bona fide mutual aid request for:

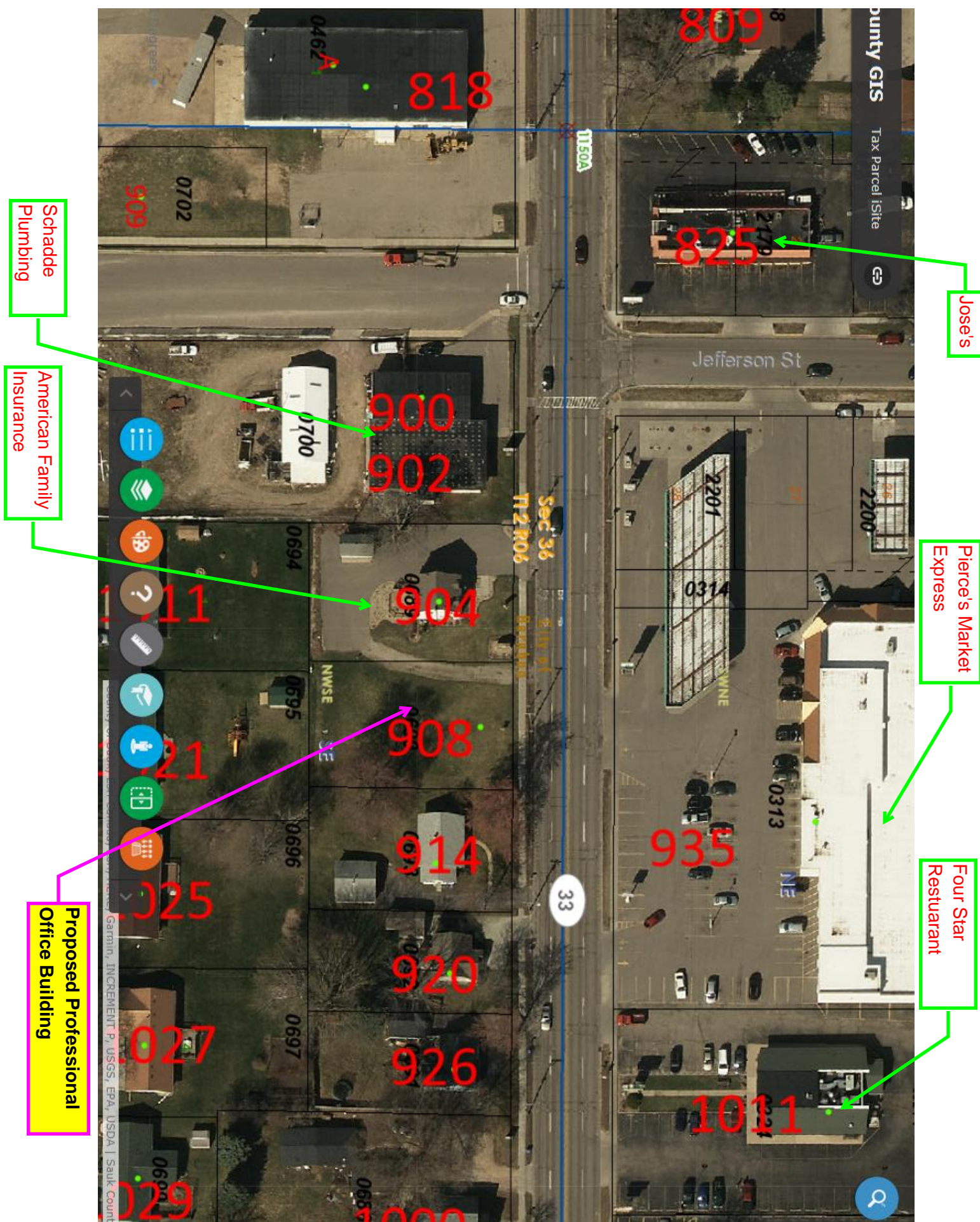
- Paramedic intercepts.
- Calls where local resources are overwhelmed such as:
 - Multiple calls in progress
 - Mass casualty incidents
 - Large fires

The fee charged to the municipality for said service will be off-set by any patient billing revenues received by the City of Beaver Dam.

Baraboo Fire Department
Apparatus Replacement Summary

| Apparatus | Model Year | 2019 | 2022 | 2023 | 2024 | 2025 | 2026 | 2028 | 2031 | 2034 | 2038 | 2042 | Age at Replacement | Apparatus ID |
|---|-------------------------|-----------|-----------|----------|----------|-----------|----------|-----------|-------------|-----------|-----------------|-------------|--------------------|--------------|
| Ford/Marion Rescue Truck | 1994 | \$386,546 | | | | | | | | | | | 25 | S-2 |
| Ford U.S. Tanker Tender | 1995 | | \$342,677 | | | | | | | | | | 27 | T-8 |
| Chevrolet Tahoe - Chief's Car | 2014 | | | | \$59,939 | | | | | | | | 10 | C-1 |
| Freighliner/U.S. Tanker Tender | 1999 | | | | | \$304,972 | | | | | | | 26 | T-9 |
| Ford Police Interceptor - Command Car | 2016 | | | | | | \$58,555 | | | | | | 10 | C-2 |
| Pierce Enforcer Engine | 2002 | | | | | | | \$774,090 | | | | | 26 | E-2 |
| Pierce Aerial Platform | 2010 | | | | | | | | \$2,042,967 | | | | 21 | L-1 |
| Ford Brush Truck | 2011 | | | | | | | | | \$168,819 | | | 23 | B-5 |
| Pierce Engine PUC | 2013 | | | | | | | | | | \$ 1,611,394.00 | | 25 | E-1 |
| Pierce Engine | 2017 | | | | | | | | | | | \$1,586,237 | 25 | E-3 |
| Ford F-250 Pickup Support Vehicle | 2019 | | | | | | | | | \$90,047 | | | 15 | S-4 |
| | | | | | | | | | | | | | | |
| Ford F-150 Pickup - Command Car | 2014 | | | \$52,637 | | | | | | | | | 9 | C-3 |
| Squad 2 | On hold for replacement | | | | | | | | | | | | | |
| Car 3 acquired from Police - Estimated replacement price based on Support 4 values - City only Purchase right now | | | | | | | | | | | | | | |

| Apparatus | Model Year | Scheduled Replacement Year | Age at Replacement | Additional 5 Years of Service (Age) | | | | Difference in Cost |
|---------------------------------|------------|----------------------------|--------------------|-------------------------------------|-------------------------|-----------------|---------------|--------------------|
| | | | | Cost | On Hold for Replacement | Cost | | |
| Ford/Marion Rescue Truck | 1994 | 2019 | 25 | \$ 386,546.27 | | | | |
| Ford U.S. Tanker Tender | 1995 | 2022 | 27 | \$ 342,677.27 | 32 | \$ 405,008.04 | \$ 62,330.78 | |
| Freightliner/U.S. Tanker Tender | 1999 | 2025 | 26 | \$ 304,971.68 | 31 | \$ 356,978.24 | \$ 52,006.56 | |
| Pierce Enforcer Engine | 2002 | 2028 | 26 | \$ 774,090.20 | 31 | \$ 941,799.09 | \$ 167,708.89 | |
| Pierce Aerial Platform | 2010 | 2031 | 21 | \$ 2,042,966.57 | 26 | \$ 2,485,581.21 | \$ 442,614.64 | |
| Ford Brush Truck | 2011 | 2034 | 23 | \$ 168,819.39 | 28 | \$ 205,394.60 | \$ 36,575.21 | |
| Pierce Engine PUC | 2013 | 2038 | 25 | \$ 1,611,394.09 | 30 | \$ 1,960,507.30 | \$ 349,113.21 | |
| Pierce Engine | 2017 | 2042 | 25 | \$ 1,586,236.60 | 30 | \$ 1,929,899.36 | \$ 343,662.76 | |



ITEM 2G

Billing Adjustment

12/20/2019

| Name | Customer Number | Type | Description | Amount | Service |
|-----------------------------------|-----------------|--------------------|---|---------|------------|
| CITY OF BARABOO - CITY SERVICES C | 64-094000-00 | Billing Adjustment | WA CREDIT BULK FILL 4TH QTR 46,000 @ .140 | -64.51 | WATER - 10 |
| CITY OF BARABOO - CITY SERVICES C | 64-094000-00 | Billing Adjustment | SE CREDIT BULK FILL 4TH QTR 46,000 @ .402 | -185.24 | SEWER - 30 |
| LUTHER, ERIC & PAT | 85-163500-02 | Billing Adjustment | REPAIRED TOILET | -15.42 | Multiple |
| NAQUIN, JOE | 65-042000-00 | Billing Adjustment | REPLACED TOILET | -194.35 | Multiple |
| Total 12/20/2019: | | | | -459.52 | |
| Total Billing Adjustment: | | | | -459.52 | |
| Grand Totals: | | | | -459.52 | |

Report Criteria:

Selected types: Billing Adjustment

Billing Adjustment

01/01/2020

| Name | Customer Number | Type | Description | Amount | Service |
|-------------------|-----------------|--------------------|-------------------------|--------|------------|
| O'LEARY, BRADY | 60-040000-00 | Billing Adjustment | REMOVE CHARGE/EMPTY LOT | -12.31 | ST WATER - |
| Total 01/01/2020: | | | | -12.31 | |

01/02/2020

| Name | Customer Number | Type | Description | Amount | Service |
|--------------------|-----------------|--------------------|------------------------------------|---------|--------------|
| CARR VALLEY CHEESE | 85-007000-01 | Billing Adjustment | BILLING ERROR/SEWER BASE, NO SEWER | -29.60 | SE BASE - 35 |
| SCHULTZE, DIRK | 69-105000-06 | Billing Adjustment | REPAIRED TOILET | -147.25 | Multiple |
| Total 01/02/2020: | | | | -176.85 | |

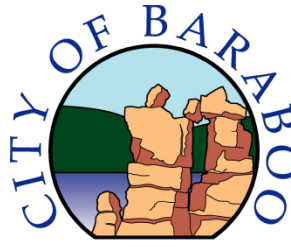
01/21/2020

| Name | Customer Number | Type | Description | Amount | Service |
|---------------------------|-----------------|--------------------|-------------------------------|---------|--------------|
| DWYER, CLAIRE | 79-024000-00 | Billing Adjustment | BILLING ERROR/SB SINCE 1/1/19 | -29.60 | SE BASE - 35 |
| Total 01/21/2020: | | | | -29.60 | |
| Total Billing Adjustment: | | | | -218.76 | |
| Grand Totals: | | | | -218.76 | |

Report Criteria:

Selected types: Billing Adjustment

Office of City Engineer
101 South Blvd, Baraboo, WI 53913



Phone: (608) 355-2730
Fax: (608) 355-2719
E-Mail: tpinion@cityofbaraboo.com

Public Safety Committee/ Baraboo Common Council Members.

Baraboo has been fortunate to see continued development of residential properties of which receive the services we provide. With these developments and coinciding increase in our customer base, we have seen the need to streamline our services to improve overall efficiency and maintain costs, while still providing those critical services to our tax base. Due to the growth we have experienced in recent years and the potential cost relating to employee liabilities, we are proposing modifications to our refuse/recycling ordinance and adjustments to our curbside pickup service in an effort to reduce potential liability, improve the efficiency of the program, and ultimately reduce the overall costs associated with these services.

Historically, residents were allowed to place refuse and recycling items of which would not fit into their purchased carts alongside the cart for pickup. Extra refuse has been allowed after holidays and recycling has been unlimited. Not only does this practice inhibit the efficiency of our automated service, it also puts staff and the public at risk of injury by forcing staff to exit the vehicle to hand load items. Staff members risk injury due to slips/trips/falls (which is the leading workplace injury for both Baraboo and other CVMIC members), potential back and shoulder injuries, or physical exposure to items that may be placed in the bag/container. Reduction of risk to the public comes in the form of employee awareness by remaining within their assigned vehicle. By not exiting the vehicle to hand load items, employees are able to stay within their vehicle and maintain awareness of their surroundings. More than once staff have reported “close calls” by re-entering a vehicle only to find that a pedestrian or vehicle has entered into a blind spot of the refuse truck. Thankfully, we have not had a serious incident as of yet, but we do not want to wait until an incident occurs to stress the need for change.

Efficiency and cost reduction go hand in hand. By eliminating the need for our staff to exit the refuse/recycling truck, we stand to see a reduction of time that it takes to complete the route. As an example, one of our drivers tracked the amount of times in which he exited the vehicle to hand load items placed outside of the recycling cart. During that single day (a Friday), he exited the vehicle 105 times. Say for example that each of those stops took a conservative 30 seconds, that would add an additional 52 minutes and 30 seconds of time for the completion of that route. With our current customer base being approximately 3650 properties, that equates to an average of 730 carts per day in a five day work week. Figuring an 8 hour work day, that works out to an average of 91.25 carts emptied per hour or 1.5 carts per minute. That would seem like a reasonable amount of time to empty a refuse or recycling cart but that figure does not account for time needed for pre-trip inspections (approx.. 15 minutes), fuel filling (approx.. 15 minutes), or unloading at the Waste Management Transfer Station (approx.. 45 minutes). Once those additional necessities are figured in, that increases our stops to 108 per hour or 1.8 carts per minute. Those numbers indicate a considerably rapid pace for both our staff and equipment to safely maintain.

Understanding there is a need for public education prior to enforcement, we are suggesting March 1st, 2020 for full implementation of the ordinance revisions. This will allow adequate time to advertise these changes via the City’s Facebook page, the City’s website, and stickers placed on our customers refuse and/or recycling carts. We also understand that these revisions to the ordinance may impact our resident’s past disposal practices. Some may see a need to increase their cart size or consider purchasing an additional cart. Others that do not frequently have excess items may be able to cut their oversized items to safely fit into their carts or spread their recyclables disposal over multiple recycling weeks.

Thank you for your consideration regarding this proposed change.
Tony Gilman
City of Baraboo - Street Superintendent

**11.07 SOLID WASTE AND RECYCLABLE
COLLECTION. (1552 12/20/89, 2129 11/25/03, 2415 06/24/14)**

(1) SERVICE PROVIDED.

(a) Residential Collection. The City shall cause the collection of garbage, refuse, and recyclables within the boundaries of the City from the following buildings:

1. Single- and Two- Family Residences. Single- and two- family residences, including any single- and two-family residences that are occupied by the owner who also operates a business on the premises, such as a home occupation, and condominiums as provided in ssSubs. 2, below.
2. Residential Condominiums. A condominium residence located in a residential building shall be considered a residence entitled to City collection of garbage, refuse, and recyclables if the following preconditions are satisfied:
 - a. The eligible condominium residence shall be individually owned by a permanent occupant thereof. Temporary occupancy of a condominium dwelling unit by a tenant shall only be eligible for City garbage, refuse, and recyclable collection if approved by the Public Safety Committee.
 - b. The residence shall have a private entrance to the outside of the residential building.
 - c. The condominium residence shall be either a single-family condominium or located in a residential building consisting only of other residences that comply with subsections (a) and (b), above.

(b) Buildings Not Receiving City
Collection.

1. The City shall not collect garbage, refuse, and recyclables from the following buildings or structures:
 - a. All non-residential buildings, including commercial, professional, governmental, service, and industrial businesses.
 - b. All multi-family dwellings, apartments, and housing complexes containing three (3) or more dwelling units in a structure or building, except condominiums qualifying under subs. (1)(a), above.
 - c. All dwelling units in the Central Business District except one- and two-family residential buildings and one- and two- family residential buildings occupied by the owner who also operates a business on the premises.
 - d. All manufactured home parks.
 - e. Any other building that does not qualify for residential collection as provided in subs. (1), above.
2. All garbage, refuse, and recyclables generated from buildings not receiving City collection shall be collected by a private solid waste and refuse firm licensed by the State of Wisconsin Department of Natural Resources. The owner(s) or occupant(s) of any such building shall arrange for garbage, refuse, and recyclable collection with a private collection firm and shall comply with all applicable provisions of this §11.07.

(2) DEFINITIONS. Unless specifically defined belowherein, words or phrases used in this Chapter 11.07 shall be interpreted so as to give them the same meaning as they have at common law.

- (a) “Aluminum Container.” A container used for carbonated or malt beverages or food and other non-hazardous materials that is made primarily of aluminum.
- (b) “Approved Container.” A container for storage and/or collection of recyclables, garbage, refuse, and/ or solid waste approved by the Public Safety Committee.
- (c) “Bi-Metal Container.” A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- (d) “Cardboard.” That portion of corrugated cardboard commonly used as packing boxes or containers that remain substantially in their original condition at the time of disposal such that the material is suitable for commercial grade recycling. "Cardboard" does not include the cardboard used in cereal boxes, cake mix boxes, etc., which is not suitable for recycling purposes or is in a state which makes separation unreasonable or unduly expensive, for reasons which include, but are not limited to, the following:
 - 1. The cardboard has been put to another use, such as a container for other wastes, and is thus rendered unfit for commercial recycling.
 - 2. The cardboard is mixed in with commercial or municipal litter or refuse as a result of the failure of citizen or business invitees to separate cardboard from other discarded materials outdoors or in publicly accessible areas of buildings.
 - 3. The cardboard has been damaged or altered by any other means so as to make recycling impossible or unduly difficult.
- (e) “Container Board.” Corrugated paperboard used in the manufacture of shipping containers and related products.
- (f) “Fiber Paper Product.” Cardboard container board, corrugated paper, newspapers, magazines, news-print, office paper, cardboard cereal and dry goods boxes, waste paper, and other paper and card-board products.
- (g) “Foam Polystyrene Packaging.”
Packaging made primarily from foam polystyrene that satisfies the following criteria:
 - 1. Is designed for serving food or beverages.
 - 2. Consists of loose particles intended to fill space and cushion the packaged article in shipping container.
 - 3. Packaging material that consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- (h) “Garbage.” Discarded materials resulting from the handling, processing, storage, and consumption of food. (See Ch. 289, Stats.)
- (i) “HDPE.” High-density polyethylene, labeled by the SPI code #2.
- (j) “LDPE.” Low density polyethylene, labeled by the SPI code #4.
- (k) “Magazine.” Magazine [publication](#) and other material printed on similar paper.
- (l) “Major Appliance.” A residential or commercial air conditioner, clothes dryer, clothes washer, dish-washer, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, dehumidifier and water heater.
- (m) “Multiple-Family Dwelling.” A property containing ~~3~~[three](#) or more residential units, including those which are occupied seasonally.
- (n) “Newspaper.” A newspaper [publication](#) and other materials printed on newsprint.
- (o) “Newsprint.” That portion of newspapers or periodicals that remain substantially in their original condition at the time of disposal, such that the material is suitable for commercial grade recycling. "Newsprint" does not include the paper commonly used in the production of magazines, books, and other physical media for written material, or paper which is not suitable for recycling purposes or is in a state which makes separation unreasonable or unduly expensive, for reasons which include, but are not limited to, the following:

1. The paper has been put to another use, such as wrappings for other wastes, and is thus rendered unfit for commercial recycling.
 2. The paper is no longer flat and folded to the approximate dimensions of its original condition.
 3. The paper is mixed in with commercial or municipal litter or refuse as a result of the failure of citizen or business invitees to separate newspapers from other discarded materials outdoors or in publicly accessible areas of buildings.
 4. The paper has been damaged or altered by any other means so as to make recycling impossible or unduly difficult.
- (p) “Non-Residential Facilities and Properties.” Commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple-family dwellings.
- (q) “Office Paper.” High-grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printouts are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
- (r) “Other Resins or Multiple Resins.” Plastic resins labeled by the SPI code #7.
- (s) “Person.” Includes any individual, corporation, partnership, association, local governmental unit, as defined in §66.0131, Wis. Stats., state agency or authority or federal agency.
- (t) “PETE.” Polyethylene terephthalate, labeled by the SPI code #1.
- (u) “Plastic Container.” An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- (v) “Post-Consumer Waste.” Solid waste as defined herein, other than solid waste generated in the production of goods, hazardous waste, as defined in Ch. 291, Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Ch. 289, Wis. Stats.
- (w) “PP.” Polypropylene, labeled by the SPI code #5.
- (x) “PS.” Polystyrene, labeled by the SPI code #6.
- (y) “PVC.” Polyvinyl chloride, labeled by the SPI code #3.
- (z) “Recyclables or Recyclable Material.” Any container, paper product, or other material or product designated for recycling by the Public Safety Committee.
- (aa) “Refuse.” Means all materials produced from industrial or community life, subject to decomposition, not defined as sewage. (See Ch. 289, Stats.)
- (ab) “Residential Building or Residence.” A building or structure whose primary or principal design and use is for residential dwelling purposes.
- (ac) “Sewage.” The meaning specified in Ch. 289, Wis. Stats., shall apply.
- (ad) “Solid Waste.” The meaning specified in Ch 289, Wis. Stats., shall apply.
- (ae) “Solid Waste Facility.” The meaning specified in Ch.289, Wis. Stats., shall apply.
- (af) “Solid Waste Treatment.” Any method, technique or process that is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.
- (ag) “Steel Container.” An individual, separate, rigid steel can that is originally used to contain a product that is the subject of a retail sale.

- (ah) "Waste Paper Product." Reusable paper other than newsprint and shall include by way of example, but not by way of limitation, magazines, papers, food cartons, bags, wrapping paper.
- (ai) "Waste Tire." A tire that is no longer suitable for its original purpose because of wear, damage, or defect.
- (aj) "Yard Waste." Such material as, by way of enumeration, but not limitation, branches, tree trunks, shrubs, grass clippings, yard and garden debris and brush, and any similar vegetative material or substance.

(3) CITY COLLECTION REGULATIONS.

- (a) All buildings provided with City garbage and refuse collection shall be collected once per week at the time and place set forth in the published collection schedule. Recyclables shall be collected every other week. The Street Superintendent may schedule additional collections if he/she deems such additional collections are necessary in order to prevent a health or safety hazard. No collection shall be made on legal holidays, but shall be made on ~~the following workday or as otherwise such date as designated by the Street Superintendent and Public Safety Committee designated by the Street Superintendent.~~ The Street Superintendent or Public Safety Committee shall have the authority to make regulations concerning the days of collection, location of garbage, refuse, and recyclable containers, and such other matters pertaining to the collection, conveyance, and disposal of garbage, refuse, and recyclables as he/she shall find necessary, and to change and modify the 11-5 regulations provided that such regulations are not contrary to the provisions of this §11.07. All garbage, refuse, and recyclables shall be placed as designated by the Street Superintendent or Public Safety Committee by 7AM on the scheduled collection day. The Sanitation Department shall not be required to leave the public highway or alley for the purpose of making a collection unless directed to do so by the Public Safety Committee or Street Superintendent. Any person aggrieved by a regulation made by the Street Superintendent shall have the right to appeal to the Public Safety Committee who shall have the authority to confirm, modify, or revoke any such regulation.

(2346 09/28/2010)

- (b) The City shall only collect garbage, refuse, and recyclables placed for collection in approved containers as required by this §11.07. An approved container shall consist of ~~a either a 64-gallon or~~ a 96-gallon cart, which must be purchased from the City of Baraboo. A limited number of 64-gallon and 35-gallon carts are available for purchase from the City for residents ~~that are currently utilizing 64-gallon and 35-gallon carts, with extenuating circumstances. Two~~ A minimum of carts are required for each dwelling unit, one cart for garbage and one cart for recyclables, is required for each dwelling unit, unless arrangements are made by neighbors to share carts.
- (c) Each residential dwelling unit eligible for City collection shall utilize carts approved by the City of Baraboo for refuse and recycling collection. ~~be entitled to place up to two carts for collection, one for garbage and one for recyclables. The Public Safety Committee shall be authorized to grant exceptions to the two cart limit.~~ It shall be unlawful for any person and/or owner and/or occupant of a property to:
 - 1. Place any garbage, refuse, or recyclable for City collection at any location not designated or approved by the Street Superintendent.

2. Fail to promptly clean up and remove litter and loose material that has not been collected.
3. Place any garbage, refuse, or recyclable cart for collection on any street, alley, or other public place or upon any collection site on private property before 3 PM of the day prior to the published collection day, except upon the prior express approval of the Street Superintendent.

(4) RESIDENTIAL ITEMS NOT COLLECTED

BY THE CITY. Except as provided in ~~§(7),~~ subs. (7), below, no person shall place for City collection, any of the following: (1684 03/29/93)

- (a) All substances and materials ~~that are prohibited by the Sauk County Zoning Ordinances for deposit in the Sauk County Landfill, including, but not limited to, classified as~~ hazardous waste as defined in Ch. NR 187 Adm. Code, flash waste and other wastes generated primarily from the combination of coal or fossil fuels, foundry wastes, sludge, domestic waste from private sewage disposal systems, infectious wastes, free liquid wastes, etc.
- (b) Toxic wastes, chemicals, explosives, and ammunition.
- (c) Drain or waste oil or flammable liquids.
- (d) Paint.
- (e) Tires and automobile parts.
- (f) Yard waste.
- (g) Demolition waste and construction debris including materials from remodeling, construction or removal of a building, roadway, or sidewalk.
- (h) Tree trunks and stumps.
- (i) Household appliances and household furniture.
- (j) Dead animals.
- (k) Undrained food waste.
- (l) ~~+~~ industrial waste.
- (m) Garbage or refuse strewn by animals or vandals prior to collection.
- (n) Stone, rubble, earth and sod. (1684 03/29/93)

(5) MANDATORY RECYCLING. (1778 12/13/94)

- (a) Purpose and Authority. The purpose of this Section is to promote recycling, composting, and re-source recovery through the administration of an effective recycling program, as provided in Ch. 287, Wis. Stats. and Ch. NR 544, Wis. Adm. Code. This Section is adopted as authorized under Ch. 287, Wis. Stats.
- (b) Abrogation and Greater Restrictions. It is not intended by this Section to repeal, abrogate, annul, impair, or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this Section imposes greater restrictions, the provisions of this Section shall apply.
- (c) Interpretation. The interpretation and application of the provisions of this Section shall be minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this Section is inconsistent or conflicts with each other, the more restrictive requirement or interpretation shall apply. Where a provision of this Section is required by Wisconsin Statutes, or by a standard in Ch. NR 544, Wis. Adm. Code, and where the Section provision

is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Ch. NR 544 standards in effect on the date of the adoption of this Section, or in effect on the date of the most recent text amendment to this Section.

- (d) Applicability. The requirements of this Section apply to all persons within the City of Baraboo, Wisconsin, including, but not limited to, owner(s) and occupant(s) of buildings not eligible for City collection.
- (e) Administration. The business of this Section shall be administered by the Street Superintendent. (2047 02/13/2001)
- (f) Separation of Materials. (See Ch. 287, Stats.) Occupants of single- and two family residences, multiple-family dwellings, and non-residential facilities and properties shall separate the following materials from garbage, refuse, and postconsumer waste:
1. Lead acid batteries.
 2. Major appliances.
 3. Waste oil.
 4. Yard waste.
 5. Aluminum containers.
 6. Bi-metal containers.
 7. Corrugated paper or other container board.
 8. Foam polystyrene packaging.
 9. Glass containers.
 10. Magazines.
 11. Newspaper.
 12. Office paper.
 13. Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins.
 14. Steel containers.
 15. Waste tires.
 16. All other materials designated by the The Public Works Committee shall also be authorized to designate materials to be treated as a recyclable.
- (g) Separation Requirements Exempted. The separation requirements of Subs. (f) do not apply to the following:
1. Occupants of single- and two family residences, multiple-family dwellings and non-residential facilities and properties that send their garbage, refuse, and postconsumer waste to a ~~process-sing~~ processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in subsection (f) from solid waste in as pure a form as is technically feasible.
 2. Solid waste that is burned as a supplemental fuel at a facility if less than 30% of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
 3. A recyclable material specified pursuant to subsection (f) for which a variance has been granted by the Department of Natural Resources under Ch.287, Wis. Stats., or §NR 544.14, Wis. Administrative Code.
- (h) Care of Separated Recyclable Material. To the greatest extent practicable, the recyclable materials separated in accordance with subsection (f) shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable

materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner that protects them from wind, rain, and other inclement weather conditions.

- (i) Management of Lead Acid Batteries, Major Appliances, Waste Oil, Yard Waste, and Waste Tires. Occupants of single and two- family residences, multi-family dwellings and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil and yard waste as follows:

1. Lead acid batteries shall be delivered by the owner to ~~any of the vendors in the City~~ who will accept lead acid batteries for recycling. Vendors may impose a charge for this service.
2. Waste oil shall be delivered by the owner ~~to the waste oil facility at the Sauk County Landfill or other~~ to an approved ~~reception site disposal center.~~
3. Yard wastes shall not be collected by the City and shall be retained by the owner thereof except as may be authorized by §11.07(7 of this Code. (1785 01/24/95)
4. Waste tires, ~~less than 1,100 by 24.5~~ shall be delivered by the owner ~~to the Sauk County Landfill or to any vendors who will accept the same.~~ to any vendor licensed for the disposal or recycling of waste tires. Vendors may impose a charge for this service.

- (j) Preparation and Collection of Recyclable Materials. Except as otherwise directed by the Street Superintendent or the Public Safety Committee, owners or occupants of each building ~~pro-vided~~ provided with City collection of garbage, refuse, and recyclables shall do the following for the preparation, collection, and separation of the recyclable materials specified in Subs. (f): (2047 02/13/2001)

1. All ~~containers-items~~ designated as recyclable material ~~by the Wisconsin DNR~~ shall be placed loose in designated recycling bin. All items must be placed in a city approved container for pickup, unless previously approved by the Street Superintendent or Public Safety Committee. In the event that additional storage capacity is necessary, an additional cart is available for purchase from the City of Baraboo. clear or transparent plastic bags not less than 13 gallons in size intended for recycling and having a sufficient thickness and strength to allow lifting and loading contents without tearing and not exceeding 25 lbs. in weight. Plastic containers designated as recyclable materials 11-7 may also be tied together through the handles with heavy string or cord.
2. Fiber paper products designated as recyclable material shall be free of debris, flattened to the minimum thickness, and placed in designated recycling cart for disposal. The City will allow oversized fiber paper products to be cut to size to fit in resident's designated recycling cart. securely tied in both directions with heavy string or cord, in bundles, not exceeding 8 inches in height or stacked in a sturdy cardboard box or paper grocery bag. Fiber paper products shall be separated as follows:
 - a. ~~e~~Corrugated paper, cardboard, or other container board.
 - b. Magazines.
 - c. Newspaper.
 - d. Office paper.
 - e. Cereal, dry food containers, soda cartons.

2. ~~Office~~ office paper may ~~also~~ be shredded and placed in ~~paper plastic recycling~~ bags for collection.

3. ~~To~~ To the greatest extent practicable, recyclable materials shall be cleaned and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner that protects them from wind, rain, and other inclement weather conditions.

(k) Collection Schedules Practices. Persons who are served by the City's garbage and refuse waste collection service shall also place recyclable materials for pickup by the City on the same day as the scheduled day for garbage, refuse, and post-consumer waste (solid waste) collection. To encourage proper recycling, There there shall be no limit on the number ~~of bags~~ of recyclables that may be placed for collection. All rRecyclable materials must be placed in carts approved by the City of Baraboo, unless approved otherwise by the Street Superintendent or Public Safety Committee. The recyclable materials shall be placed at a site separate from the solid waste collection site, as approved by the Street Superintendent. All recyclable recycling materials carts shall be clearly visible accessible to the collection service with no a minimum of 3' spacing from all impediments, i.e. telephone-utility poles, mailboxes, street signs, additional carts, structures, vehicles, etc. It shall be unlawful for any person or owner or occupant of a property to:

1. Place for collection any recyclable materials at any location not designated or approved by the Street Superintendent;
2. Place any recyclables for collection in any street, alley, or other public place, or upon any collection site on private property before 3 p.m. on the day prior to the published collection day, except upon the prior expressed approval of the Street Superintendent.
3. Fail to promptly clean up and remove litter and loose material that has not been collected. (1964 01/12/99, 2047 02/13/2001)

-(l) Responsibilities of Owners or Designated Agents of Multiple Family Dwellings and/or Non-Residential Facilities and Properties.

1. Owners or designated agents of multiple family dwellings and nonresidential facilities and properties shall do all of the following:
 - a. Provide adequate, separate containers for recyclable materials.
 - b. Notify tenants in writing at the time of renting or leasing the dwelling or non-residential facility and property and at least semi-annually thereafter about the established recycling program.
 - c. Provide for each tenant a specific placement location for collection of garbage and refuse and a separate and specific placement location for collection of recyclable materials.
 - d. Notify tenants in writing at time of renting or leasing of reasons to reduce and recycle solid waste, which materials are recyclable materials, how to prepare recyclable materials in order to meet the processing requirements, collection methods and sites for placement for collection of recyclable materials separate from garbage and refuse, locations and hours of collection, and a contact person or company, including a name, address and telephone number.

- e. The owner of rental property shall be responsible for violations of this Section occurring on rental property.
 - 2. The requirements specified in subs. (m)(1), above, do not apply to the owners or designated agents of multiple family dwellings, or non-residential facilities and properties if the postconsumer waste generated within the dwelling or non-residential facility and property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in subsection (f) from solid waste in as pure a form as is technically feasible.
- (m) Prohibitions on Disposal of Recyclable Materials Separated for Recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in subsection (f), above, which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.
- (n) Enforcement. For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the City of Baraboo may inspect recyclable materials separated for recycling, garbage, refuse, and post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas for multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City of Baraboo who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- (o) Unlawful to Remove Recyclables. It shall be unlawful for any person to collect or remove recyclables that have been placed by any person at a designated collection site for collection. This Subsection shall not apply to a City employee acting within the scope of his/her employment, or to a person under contract with the City of Baraboo. (1806 04/11/95)
- (6) COLLECTION REGULATIONS FOR BUILDINGS NOT PROVIDED WITH CITY COLLECTION SERVICES.
- (a) The owner(s) and/or occupant(s) of any building that does not receive City collection of solid waste, garbage, refuse, and recyclables shall:
- 1. Arrange for such collection by a private garbage and refuse collection firm licensed by the State of Wisconsin Department of Natural Resources.
 - 2. Arrange for private collection of garbage, refuse, and recyclables in accordance with the provisions of this §11.07. Such collection shall be at sufficient intervals to protect the environment as set forth in this §11.07 and shall specifically arrange for collection services to be made at a minimum of bi-weekly provisions to maintain bi-weekly collection when a holiday falls on a normal collection day.
 - 3. Provide a sufficient number of approved containers for the storage of garbage and refuse gene-rated generated by each building and to further see to it that all solid waste, garbage, and refuse is placed in such containers.
 - 4. Maintain all storage areas for garbage, refuse, and recyclables to be kept in a nuisance-free and odor-free condition and litter shall not be allowed to accumulate.
 - 5. Be responsible for cleaning up litter.

6. Be responsible for assuring that all solid waste, garbage, refuse, and recyclables that are kept stored or kept outside of a building shall be placed in a covered garbage can or dumpster, inaccessible to rats, mice, vermin, or scavenging animals or birds.
7. Except where a dumpster is required, the owner of any rental residential property shall be responsible for providing a sufficient number of covered refuse containers for all tenants. Containers shall consist of metal or plastic that are fly-tight, watertight, and rodent proof, with tight-fitting lids and suitable handles, commonly referred to as garbage cans. Metal garbage cans shall be of sufficient thickness to resist denting during normal handling by the private refuse hauler. Plastic garbage cans shall consist of plastic material not damaged by freezing and not susceptible to melting.
8. Provide bulk storage containers, commonly referred to as dumpsters, for any building or ~~pre-mises~~premises, including buildings used for residential purposes producing solid waste, garbage, and refuse in excess of three (3) 30-gallon plastic garbage bags per week. Bulk storage containers shall be covered containers, fly-tight, rodent proof, and watertight, but may have cleanout drain plugs, constructed of heavy gauge metal or other durable material impervious to animals, capable of being emptied without hazard, and equipped with doors or covers that are tight fitting.
9. Assure that all containers used for the storage of garbage, refuse, and recyclables are well maintained and that sharp or protruding surfaces, dents, tears, and other defects which may be hazardous to the general public are immediately repaired.
10. Assure that the private collection firm properly delivers all recyclable materials to a recycling processing facility or end user of recyclables and keeps all records, as needed, to document and otherwise comply with state and local regulations.
11. Be responsible to keep records of the disposal of all solid waste, garbage, and refuse required by state law, including the identification of the private collection firm, the amount of solid waste, garbage, and refuse collection, the amount or percentage of recyclables collected, and the disposal site.

(7) REGULATION OF YARD WASTE, ~~LEAVES~~ AND ~~ANNUAL SPRING CLEAN-UP~~ BRUSH. (1688 04/22/93)

- (a) Yard Waste. No person shall place yard waste, defined as shrubbery, grass clippings, leaves, brush, garden waste, etc. into containers used for or containing solid waste or recycling. Yard waste shall be disposed of in a lawful manner that will not result in such waste being deposited in a the Sauk County Landfill contrary to the Ordinance of the County of Sauk, Wisconsin facility designated for the purpose of recycling and solid waste disposal. The City may provide a location for the disposal of such yard waste specifically for residents residing within the City of Baraboo municipal borders and may provide for pick up and disposal of yard waste leaves up to two times per year. The Public Safety Committee, after consultation with the Street Superintendent, shall be authorized to establish and publish the dates of such collections. At no time may shrubbery, garden waste, or earthen material (stone, rubble, earth, sod) be placed curbside for collection with leaves as part of the semi-annual cleanup. The City reserves the right to assess property owners of which are found in violation of this ordinance for accrued costs related to the clean-up. The City may also assess accordingly for damage caused by unapproved materials entering leaf disposal equipment.

The Public Safety Committee, after consultation with the Street Superintendent, shall be authorized to establish and publish the date(s), collection places, items to be picked up, acceptable containers, charges and other procedures and requirements for the pick up. If the collection charge is not paid within 30 days, such charge, together with an additional administrative fee of 10 percent of the charge and interest at 1 percent per month shall be extended upon the current or next tax roll as a charge for current services as provided in §66.0627, Wis. Stats (2047-02/13/2001).

~~_(b) Annual Spring Cleanup. The City may, by resolution of the Council, provide for an annual spring cleanup. The Council may authorize a second cleanup during a calendar year and such second cleanup shall be subject to this section. The Public Safety Committee, after consultation with the Street Superintendent, shall be authorized to establish and publish the date(s), collection places, items to be picked up, charges and other procedures and requirements for the cleanup. All pickup charges shall be paid in advance and the Street Superintendent is authorized to develop an appropriate procedure to establish proof of prepayment for each item collected (2047-02/13/2001).~~

(b) Brush. See §11.08(M). The City may provide a designated brush drop off site specifically for residents residing within the City of Baraboo municipal borders. Non-residents and contractors operating as tree removal contractors, lawn and property care contractors, or landscaping contractors are prohibited from dumping at designated brush drop off site, and are subject to illegal dumping forfeiture and associated cleanup costs accrued by City of Baraboo. Any individual dumping materials other than brush will be subject to an illegal dumping forfeiture and associated cleanup costs accrued by City of Baraboo. The City may also provide curb side brush pickup for its residents. The Public Safety Committee, after consultation with the Street Superintendent, shall be authorized to establish and publish the dates of such collection. Curbside brush collection must adhere to standards set forth by the Public Safety Committee. Brush must be stacked in an orderly manner with cut ends facing the same direction, brush must not impede upon pedestrian walkways or city streets, brush must be free of foreign materials, including but not limited to household trash or recyclables, garden or yard waste, and lumber or other building materials. At no time may contractors place items for pickup. Brush placed curbside by contractors is the responsibility of the property owner of which work was performed. The City reserves the right to assess property owners of which are found in violation of this ordinance for accrued costs related to the clean-up. The City may also assess accordingly for damage caused by unapproved materials entering ~~our~~ the City's brush disposal equipment.

(c) Placement of Collection Items Regulated

1. Except where permitted by emergency order issued by the Mayor or City Council, no person shall place yard waste for ~~yard waste~~ collection by the City or items for special cleanup collection by the City in or upon any street, sidewalk, alley, public right-of-way, park, or other property of the City:
 - ~~a. At any time before the Saturday immediately preceding the designated collection day;~~
 - ~~or~~
 - ~~b. Any time after the scheduled collection day.~~
2. In addition to the penalty provided by §11.07(10), if the City collects any yard waste or items placed for collection contrary to this Subsection, the actual cost of removal and disposal, together with an administrative fee equal to 10% of said cost, shall be charged to the property owner. If such charges are not paid by November 15 of the year in which they are billed, such charges, together with an additional administrative fee for collection equal to 10% of the total of such charges and fees,

shall be extended on the next succeeding tax roll as a tax charge against the property affected and collected in the same manner as are other taxes, pursuant to §66.0627, Wis. Stats.

~~3. Appliances shall only be picked up by the City during the City's Annual Spring Cleanup period. The Street Superintendent is authorized to develop an appropriate procedure to establish proof of prepayment for each item collected (2047 02/13/2001).~~

~~a. Appliances shall be placed at the curbside available for pickup at the place and time of the scheduled Spring Clean-up collection day. No appliance will be picked up unless a Re-quest for Appliance Disposal Form has been completed and the required charge has been paid in advance to the City Treasurer. The Public Safety Committee shall be authorized to establish the appliances that will be picked up by the City and the charge therefore.~~

~~b. The City's pick-up charges are set for standard residential appliances, not commercial appliances. If the cost to the City for disposing of any appliance exceeds the amount set forth on the City charge schedule, the owner shall reimburse the City for any such additional charges incurred in order to properly dispose of the appliance.~~

~~c. The owner of an appliance placed for pickup shall remove all doors that may be locked in the closed position before placing the appliance at the curbside.~~

~~d. Except during the City's annual Spring Clean-up, the Owner of an appliance for disposal shall be responsible for delivering all such appliances to the Sauk County Landfill or other licensed disposal facility. The owner shall be required to remove all doors that may be locked in the closed position before delivery.~~

~~43. In this subsection:~~

~~a. "Yard waste" has the meaning set forth in Subsection (2), Definitions, above.~~

~~b. "Item" means any substance, material, product, appliance, f-urniture, junk, debris, refuse, or other discarded thing.~~

(8) OTHER COLLECTION REGULATIONS.

(a) No person shall place any solid waste, garbage, refuse, or recyclables for collection on any street, alley, or other public place before 3 PM of the day prior to the regularly scheduled collection day for collection by a private refuse collection hauler.

(b) No person shall throw, place, or deposit any solid waste, garbage, refuse, rubbish, or recyclables in any street, alley, public place, tree bank or private property within the City limits except in an approved container ~~or bag~~ as provided in this §11.07.

(c) No person shall throw, place, or deposit any solid waste, garbage, or refuse in any garbage container or dumpster not owned by such person and without the permission or authorization of the owner of such container.

(9) ENFORCEMENT.

(a) The Public Safety Committee shall be authorized to make regulations, standards, and schedules as necessary to make effective all provisions of this Section. Periodically, the Street Superintendent or designee shall prepare notices and distribute other information to persons and entities generating solid waste, garbage, refuse, and recyclables within the City for the purpose of informing the public about the requirements dictated by City ordinances.

- (b) ___ In order to insure compliance with the laws of this state and rules and regulations required in this Section, the Street Superintendent or designee is authorized to inspect at reasonable times all phases of solid waste, garbage, refuse, and recyclable management within the City. No person may refuse access to the Street Superintendent or any authorized officer, employee, or representative of the City who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- (c) ___ In all instances where such inspections reveal violations of this Section and the regulations in this Section, or the laws of this state, the Street Superintendent or designee shall issue written notice of each such violation, stating therein the violation found, the date and time of such violation, and the corrective measures to be taken, together with the time in which such correction shall be made. Time limits set for the correction of violations shall be reasonable and consistent. The Street Superintendent or designee shall consider time needed for repairs or purchases to correct deficiencies, public health, and consistent time limits for like violations. Time limits shall not be greater than ten working days nor less than 24 hours. All such notices shall be kept in a clearly marked file and shall be available for public inspection during regular business hours.
- (d) ___ The Street Superintendent or designee and any employee of the Public Works Department shall promptly report all violations of this section to a police officer and a police officer shall be authorized to issue a citation to the violator. Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this subsection shall prevent the City from maintaining any appropriate action to prevent or remove a violation of any provision of this section. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceedings under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection. Whenever the Court finds a defendant guilty of a violation of this section, the Court shall be authorized to grant judgment as provided in §25.04 of this Code. (2047 02/13/2001)
- (e) ___ If any person, including those not provided with garbage, refuse, and recyclable collection by the City and those receiving garbage, refuse, and recyclable collection from a private contracted firm is found in violation of the collection and storage requirements of this Section and fails to comply with a notification and/or citation, the Street Superintendent or designee shall further be authorized and empowered to order a special collection to remove such violation. In addition to the penalty provided by § 11.07(8)(a), if the City makes a special collection as a result of a violation of §11.07, the actual cost of removal and disposal, together with an administrative fee equal to 10% of said cost shall be charged to the property owner. If such charges are not paid by November 15 of the year in which they are billed, such charges, together with an additional administrative fee for collection equal to 10% of the total cost of such charges and fees shall be extended on the next succeeding tax roll as a special charge against the property affected and collected in the manner as are other taxes, pursuant to §66.0627, Wis. Stats. No person shall use the special collection provisions of this Subsection to circumvent requirements for collection by a private firm.

- (f) Any person who shall violate any of the provisions of this section shall, upon conviction thereof, forfeit not less than \$10 nor more than \$50, for the first offense and not less than \$25 nor more than \$100 for the second offense within one year, and not less than \$50 nor more than \$500 for the third and each subsequent offense within one year. In addition to a forfeiture there shall also be imposed the Court costs and assessments as provided by §25.04(1) of this Code. The one year period shall be measured from the date of the first violation of this section. In addition to the foregoing penalties, it shall be cause for the City to refuse to pick up any solid waste containing recyclables in violation of this section.
(1688 04/22/93)



ATTENTION

EFFECTIVE MARCH 1ST, 2020

**ALL ITEMS PLACED FOR
REFUSE AND RECYCLING
PICKUP MUST BE PLACED IN
CARTS APPROVED BY THE
CITY OF BARABOO.**

THANK YOU FOR YOUR COOPERATION.

Office of Utility Superintendent
450 Roundhouse Ct, Baraboo, WI 53913



Phone: (608) 355-2740
E-Mail: wpeterson@cityofbaraboo.com

To: Public Safety Committee
From: Utility Superintendent
Re: January 2020 Agenda

Old Business:

None

New Business:

Review/Approve Meter Reading Agreement with the Village of West Baraboo

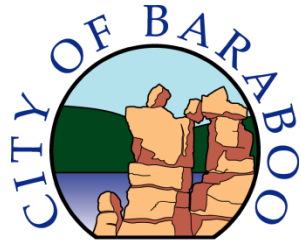
Reports:

Water – We have had 3 water main breaks since Christmas Day.

Projects – The Oak St booster station electrical upgrade, the Mill Race water/sewer river crossing, and the Hwy 33 engineering design projects are all progressing.

US Cellular – Presently has cellular equipment on top of the Hwy A water tower. They are requesting a significant upgrade to our railing and access hatch on top of the tower. We will be sending those plans to an engineering firm to verify the specifications and installation of the new equipment. US Cellular will be paying for all the upgrade costs and our engineering review.

Street Superintendent
450 Roundhouse Court, Baraboo, WI 53913



Phone: (608) 355-7383
Fax: (608) 355-2719
E-Mail: tgilman@cityofbaraboo.com

JANUARY 2020 STREET DEPARTMENT STATUS REPORT

Staffing Updates

- Travis Steinke began with the Public Works Department as our new Mechanic on December 30th, 2019.
- We are currently accepting applications for a Licensed Semi-Skilled position. Applications are being accepted until January 31st, 2020. As of 1/22, we have received 20 applications for the position.

Activity Report

- Crews have been plowing, sanding, and salting as needed. The late start to the winter season, combined with the intermittent warmer temperatures, has decreased our road salt usage. As of 1/22, we have purchased 350 tons of our available 1400 tons versus last year where at this time we had purchased 500 tons of our available 1400.
- Crews have been assisting the Parks Dept. and City Forester with Ash tree removals as part of the Emerald Ash Borer tree abatement.
- Crews have been completing other necessary tasks such as: alley tree/brush trimming, concrete removal from the 314 Depot Street property, repairs and reorganization at the City Services Center, mandatory trainings, and assisting other departments as needed.

Project Updates

- The 314 Depot Street building has been removed and we are on track to have the area where it sat (behind our new storage building) turned into an aesthetically pleasing greenspace. The new storage facility is wired and functional for use. In 2020 we will be looking into storage options to maximize the use of space with the tall ceilings.
- We have an aggressive list of projects slated for the upcoming 2020 construction season with projects ranging from alley reconstructions, retaining wall reconstructions, stormsewer repairs, repairs to deteriorated flow lines in select intersections, “campus” improvements, as well as our annual street maintenance intentions.



City of Baraboo
Department of Public Works
Activity Report
December 2019



| TASK | DESCRIPTION | DATE |
|--------------------------------|--|--|
| Curbside Trash Service | We provide curbside trash pickup to the residents weekly. | Daily |
| Curbside Recycling Service | We provide curbside recycling pickup to the residents every other week. | Bi-weekly |
| Signs and Lights | We perform maintenance and repairs on signage, traffic lights, and street lighting as needed. We also provide signage and detours on work performed in house. | Daily |
| Vehicle Repair and Maint. | We perform repairs and routine maintenance on our equipment and assist other departments as needed. | Daily |
| Brush Clean-up | We collect brush that residents place curbside or in alleyways. Monthly brush pickup is the last full week of each month. | 2 |
| Facility or Equipment Cleaning | We clean our equipment and facility as time permits. | 10,11,12,26 |
| Compost Yard | We are cleaning up the brush/ compost site to improve the appearance and efficiency of the area. | 9,10,11,12,13,17,18, 19,20,23,30 |
| 314 Depot Clean-Up | We are completing the cleanup of the 314 Depot property. | 30 |
| Patching | We patch streets, alleyways, and parking lots as needed and when weather permits. | 3,4,5 |
| Leaf Pick-up | We vacuum leaves that residents place curbside for clean-up. | 2,3,4,5,6 |
| Street Sweeping | We sweep regularly to maintain an orderly appearance and prevent debris from entering the storm sewer system. (2 sweepers whenever possible during the month of October/November) | 3,4,5,6,9,10,13,27 |
| Grade Campus/ Compost Site | We grade gravel areas smooth prior to ground freezing. | 26 |
| City Hall | One employee cleaned City Hall while Cale was on vacation. | 23 |
| Plow | We plow when conditions warrant. Extent and time of plowing operations is dependent on storm. | 31 |
| Sand/Salt | We sand or salt when needed depending on road conditions. | 30,31 |
| Storm Sewer Repair | We repair or maintain storm sewer manholes and catch basins as needed and weather allows. | 3,4,5,19 |
| Parks/ Forestry | We assist the Parks and Forestry Departments with tree removals when time permits. | 10,11,12,13,16,17, 18,19,20,23,27,30, 31 |



City of Baraboo
Department of Public Works
Activity Report
January 2020



| TASK | DESCRIPTION | DATE |
|--------------------------------|---|-------------------------------|
| Curbside Trash Service | We provide curbside trash pickup to the residents weekly. | Daily |
| Curbside Recycling Service | We provide curbside recycling pickup to the residents every other week. | Bi-weekly |
| Signs and Lights | We perform maintenance and repairs on signage, traffic lights, and street lighting as needed. We also provide signage and detours on work performed in house. | Daily |
| Vehicle Repair and Maint. | We perform repairs and routine maintenance on our equipment and assist other departments as needed. | Daily |
| Facility or Equipment Cleaning | We clean our equipment and facility as time permits. | 6,7,8,9,10,13,14,15,16,21,22 |
| Patching | We patch streets, alleyways, and parking lots as needed and when weather permits. | 2,3 |
| MSHA Training | Staff attended an OSHA required Mine Safety Training. | 17 |
| Brining | We brine the streets ahead of a snow event to reduce the likelihood of snow bonding to the street surface. | 22 |
| Plow Snow | We plow when needed before applying sand or salt. | 13,14,18,20 |
| Sand/Salt | We sand or salt streets when needed during inclement weather. | 13,14,15,18,20,21,22 |
| Downtown Snow Removal | We remove snow in the downtown area when warranted. | 14,20 |
| Haul Snow Piles | We haul piles from parking lots, dead ends, and cul-de-sacs when needed. | 14,20,21 |
| 314 Depot Street | We finished the removals of concrete in preparation for future green space. | 2,3,6,7,9,10 |
| Christmas Tree Pickup | We chip Christmas Trees that residents place curbside. | 6,7,8 |
| Alley Trimming | We trim brush in alleys to increase visibility when exiting alleys and reduce contact with our garbage and recycling trucks. | 7,8,9,13,14,15,16 |
| Water Utility | We assist the Water Utility with various tasks when needed. | 15 |
| Parks Department | We assisted the Parks Department with scheduled Ash tree removals. | 2,3,6,7,8,9,10,15,16,20,21,22 |



BARABOO FIRE DEPARTMENT

Date: January 21, 2020
To: Public Safety Committee Members
CC: Mayor Palm and City Administrator Downing
From: Kevin G. Stieve, Fire Chief
RE: January 27, 2020 Public Safety Committee Background Information

Capital Equipment Fund

At a prior meeting I was asked to investigate extending the life of our current apparatus on the capital equipment replacement schedule.

I have attached a spreadsheet detailing the current age at replacement and an additional five years of life. The cost difference between the two different replacement years is included in the last column in red ink. I have not included support vehicles in this schedule.

I would recommend staying with the current replacement schedule. It provides a replacement age between 25 and 27 years for the Engines and Tenders and 21 years for the Ladder Truck.

This recommendation is based on the age of the apparatus coupled with the new developments/technology that may be available that will most likely advance the efficiency of the apparatus as well as the safety standards.

I realize the uncertainty of the resale value of the apparatus, but unfortunately we cannot control that. I have attached the original replacement schedule that I submitted for approval at the meeting a few months ago.

Burning Ordinance

The updated Fire Department Ordinance is brought back to you for specific review of the regulation of open burning.

I recommend that open burning of leaves and dry vegetative material be prohibited unless inspected and permitted by Fire Chief or Designee. As part of this permitting process, a permit fee would be charged. Recreational fires would still be allowed by the ordinance with the specific restrictions as detailed in the Ordinance.

Through the information request I submitted to through the State Fire Chiefs e-mail system I received responses from nine departments. Of the nine departments, one still allows open burning similar to our current ordinance. The other eight prohibit open burning unless there is a permit issued. The municipalities that do not allow open burning are: Beaver Dam, Menomonie, Madison, Lake Mills, Onalaska, Marinette and Monona. Brookfield was the only municipality that allowed the open burning.

Research of the Police Department records management system shows the police answered the following number of burning complaints for the listed years; 2014 – 12, 2015 – 7, 2016 – 9, 2017 – 15, 2018 – 8 and 2019 – 8 until October 15.

Fire Department responses for open burning in the City are as follows: 2014 – 2, 2015 – 3, 2016 – 4, 2017 – 1, 2018 – 2 and 2019 – 4.

I view the change in the open burning ordinance as a proactive move to improve air quality within the City and eliminate another potential hazard with the open burning.

Fire Department Fees

I would like to discuss with the Committee new fees for service. One fee would be for vehicle crash response. There is a State Statute that allows for some reimbursement, but that only applies to State Highways. I would like to create a fee similar to the sample I received from Beaver Dam. It is attached and highlighted.

The other fee I would like to create is a more encompassing fee for special rescue. I have attached a sample ordinance from the City of Brookfield that we could use as a starting point. I talked with the Towns and Village Budget Committee about enacting a similar ordinance in the Village and Towns and they were favorable to the idea. This would especially help with attempting to recover some costs associated with responses to Devil's Lake State Park.

I look forward to the discussion.

Monthly Report

As part of the upcoming Council Meeting Packet you will receive the monthly report from December for the Fire Department. A few less calls in 2019 than 2018.

Fire Department Personnel

Two new Paid-per-Call Firefighters have been hired in the part of January. There are two more people that are in various stages of the hiring process. We continue to aggressively recruit.

Fire Department Training

Our training program continues to improve. The Asst. Chief – Training has been doing a good job with organizing and enhancing training.

As always, please call or e-mail with questions.